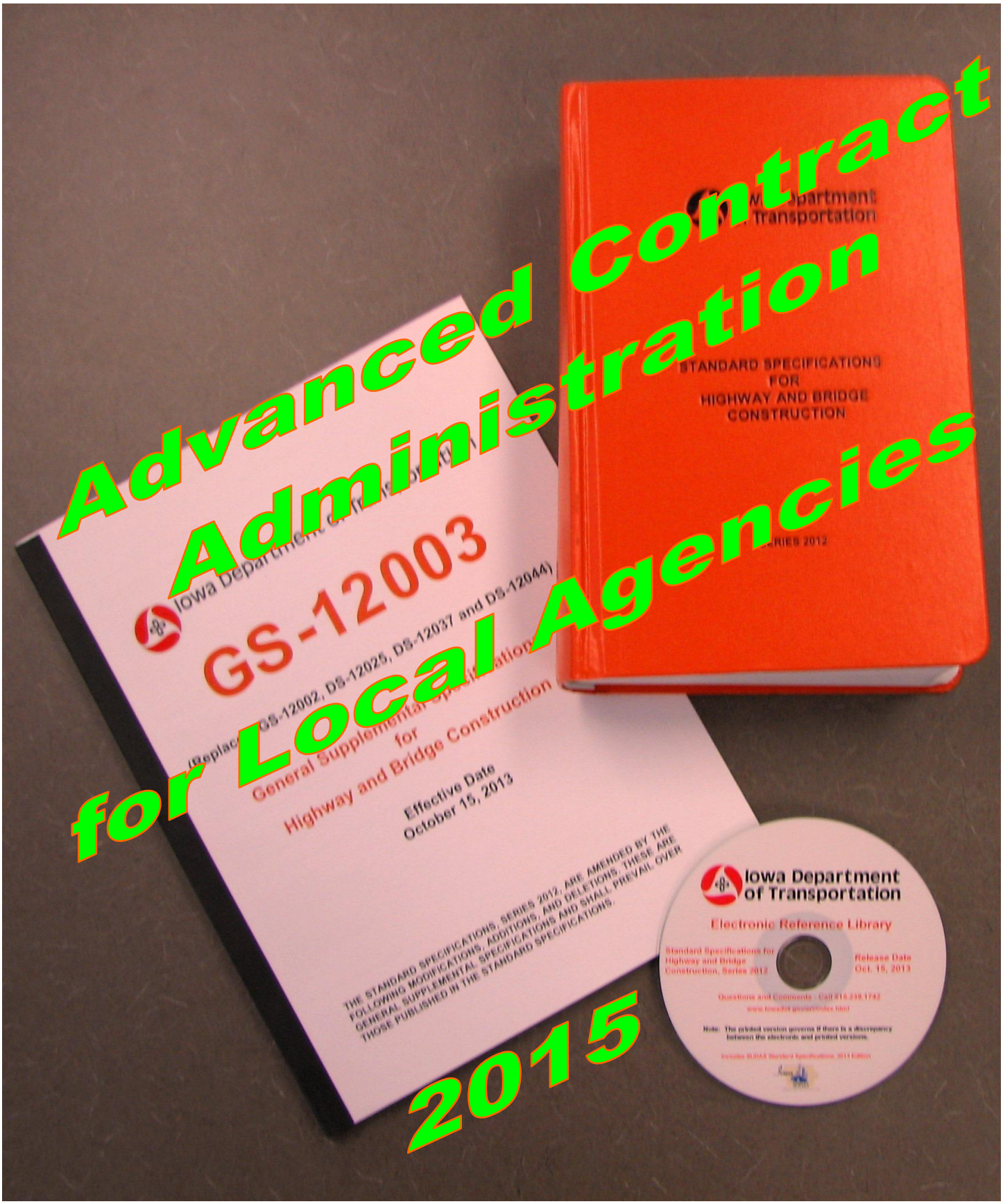
Advanced Contract Administration for Local Agencies



2015

FHWA-1273
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting 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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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.

LOCAL AGENCY (IM's)
INSTRUCTIONAL MEMORANDUMS

Instructional Memorandums to Local Public Agencies
Table of Contents

Some I.M.s are written either to counties or cities; others are written to both counties and cities. The intended audience is indicated in the "To:" field of the I.M. as well as the Table of Contents below. Many of the I.M.s are referenced by the Federal-aid Project Development Guide (Guide). These I.M.s are marked with an asterisk (*). For more information about the relationship between the Guide and I.M.s, refer to the Guide and I.M.s web page.

Note: The I.M.s are currently in the process of being transitioned into a new format and numbering system. New or updated I.M.s will use the new format. Existing I.M.s will remain in the old format until they are revised or updated. Some of the I.M.s are not yet complete, as shown in light grey text. Some incomplete I.M.s will be based on an existing Project Development Information Packet document, some will be based on an existing County Engineers I.M. that will be renumbered, and some will include entirely new content. Where applicable, a reference and link to the existing Packet document or County Engineers I.M. is provided.

No.	Subject	Revision Date	Written To
Chapter 1 – General Information			
Section 1.0 -- General			
1.020	Pavement Friction Evaluation Program	August 10, 2011	Both
1.030	Ordering Forms and Supplies From the Iowa Department of Transportation	November 2001	Both
1.050	Manuals, Guides and Instructional Information Available to Counties	December 2002	Both
1.070*	Title VI and Nondiscrimination Requirements	July 20, 2012	Both
1.080*	ADA Requirements	October 1, 2013	Both
	Attachment A – Sample Curb Ramp Transition Plan (Word)	August 24, 2012	Both
Section 1.1 -- References			
1.120	References to the Iowa Code	August 2003	Counties
Chapter 2 – Administration			
Section 2.0 -- Finance			
2.005	Farm-to-Market Program	December 19, 2014	Counties
2.010	Transfer of Local Secondary Road Use Tax Funds to the Farm-to-Market Fund	November 2001	Counties
	Attachment A - Local to FM Fund Transfer Resolution (Word)	November 2001	Counties
2.020*	Federal and State Bridge Programs	December 19, 2014	Both
	Attachment A – City Bridge Priority Point Rating Worksheet (Word)	July 18, 2011	Both
	Attachment B – County Bridge Priority Point Rating Worksheet (Word)	July 18, 2011	Both
	Attachment C – Touchdown Points and Limits of Participation	July 18, 2011	Both
	Attachment D – County HBP Fiscal Constraint Requirements	July 18, 2011	Both
2.030	Transfer of Farm-to-Market Funds to the Local Secondary Road Fund	July 20, 2012	Counties
2.040	Temporary Allocation of Farm-to-Market Funds	November 2001	Counties
2.050	Procedure to Amend a County Secondary Road Construction Program and Budget	November 26, 2013	Counties
	Attachment A – Example of Resolution to Add, Modify, or Advance a Project (Word)	November 26, 2013	Counties
2.071	Secondary Road Budget Accounting Code Series	July 2005	Counties

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	Attachment A – Iowa DOT PPM 630.01, Rural Intersection and Destination Lighting	March 16, 2004	Counties
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	Attachment C - Scour Plan of Action (POA) (Word)	May 11, 2011	Both
	Attachment D - Scope of Services for NBI Bridge Inspection Services (Word)	July 18, 2013	Both
	Attachment E - Iowa Legal Trucks Diagrams	July 18, 2013	Both
	Attachment F - Routine Permit Trucks Diagrams	July 18, 2013	Both
	Attachment G - USGS Hydrologic Region Map with Region Descriptions	July 18, 2013	Both
	Attachment H - Unknown Foundations Guidance, Flowchart, Risk Assessment, Worksheet, and Plan of Action (POA) - Level A Evaluation (Word)	July 18, 2013	Both
	Attachment I - Unknown Foundations Flowchart - Level B Evaluation	July 18, 2013	Both
	Attachment J - Quality Assurance Field Review Worksheet (Word)	July 18, 2013	Both
	Attachment K - Fracture Critical Member Locations and Conditions for Trusses form (Word)	July 18, 2013	Both
	Attachment L - Fracture Critical Member Locations and Conditions for Thru/Two Girders form (Word)	July 18, 2013	Both
	Attachment M - Sample Fracture Critical Member Locations and Conditions for Trusses form	July 18, 2013	Both

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	Attachment C - Resolution for Establishing Speed Limits (Word)	March 2002	Counties
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	Attachment C - Environmental Impact Statement / ROD Process (see Packet, Flowcharts, Chart No. 6B – Environmental Impact Statement / ROD Process)	(future)	Both
	Attachment D - Section 106 Process (see Packet, Flowcharts, Chart No. 6C – Section 106 Process)	(future)	Both
	Attachment E - Section 4(f) Process (see Packet, Flowcharts, Chart No. 6D – Section 4(f) Process)	(future)	Both
3.114*	Cultural Resource Regulations (see Packet, Index No. 6, Cultural Resource Regulations)	(future)	Both
3.120*	Farmland Protection Policy Act Guidelines (see Packet, Index No. 6, Farmland Protection Policy Act Guidelines)	(future)	Both
	Attachment A - Farmland Protection Policy Act Process Flowchart (see Packet, Flowcharts, Chart No. 6E – Farmland Protection Policy Act Process)	(future)	Both
3.130*	404 Permit Process	March 26, 2008	Both
	Appendix A – 404 Permit Checklist	March 26, 2008	Both
3.140*	Storm Water Permits	July 18, 2011	Both
3.150*	Highway Improvements in the Vicinity of Airports or Heliports	December 3, 2007	Both
3.160*	Asbestos Inspection, Removal, and Notification Requirements	April 12, 2007	Both
	Attachment A – Notification of Demolition form (Word)	April 12, 2007	Both

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3.210*	Rural Design Guidelines	December 19, 2014	Counties
3.213*	Traffic Barriers (Guardrail and Bridge Rail)	July 18, 2013	Both
	Attachment A - Bridge Barrier Rail Rating Systems (Word)	July 18, 2013	Both
3.214*	3R Guidelines	October 1, 2013	Both
3.215*	Clear Zone Guidelines	March 26, 2008	Both
3.216*	Economic Analysis (Benefit-to-Cost Ratio)	October 1, 2013	Both
3.218*	Design Exception Process	October 1, 2013	Both
	Attachment A – Design Exception Process Flowchart	October 1, 2013	Both

Section 3.3 -- Consultant and In-House Design

3.305*	Federal-aid Participation in Consultant Costs	December 19, 2014	Both
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	Attachment B – Requirements for Federal-Aid Consultant Contracts	December 19, 2014	Both
	Attachment C – Payment Methods	December 19, 2014	Both
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3.310*	Federal-aid Participation in In-House Services	December 19, 2014	Both
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	Attachment C – Preliminary Plan Process Flowchart	February 18, 2013	Both
3.410*	Preliminary Bridge or Culvert Plans	June 18, 2010	Both
	Attachment A – Flood Insurance Studies	June 18, 2010	Both
	Attachment B – Iowa DNR Floodplain Regulations	June 18, 2010	Both
	Attachment C – Instructions for Completing the Form 1-E	June 18, 2010	Both
	Attachment D – Instructions for Completing the Risk Assessment Form	June 18, 2010	Both

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3.505*	Check and Final Plans	August 28, 2014	Both
	Attachment A – Check and Final Plan Guidelines	August 28, 2014	Both
	Attachment B – Check and Final Plan Checklist (Word)	December 19, 2014	Both
	Attachment C – Check and Final Plan Process Flowchart	February 18, 2013	Both
3.510*	Check and Final Bridge or Culvert Plans	June 18, 2010	Both
	Attachment A – Bridge or Culvert Plan Supplementary Checklist	June 18, 2010	Both
3.520*	Electronic Bid Item Information	February 18, 2013	Both

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3.605*	Right-of-Way Acquisition	June 18, 2007	Both
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3.640*	Utility Accommodation and Coordination	February 11, 2014	Both

	Attachment A – Utility Coordination Flowchart	December 11, 2008	Both
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3.650*	Federal-aid Participation in Utility Relocations	February 11, 2014	Both
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3.670*	Work on Railroad Right-of-Way	May 1, 2007	Both
	Attachment A – Notification and Agreement of Maintenance Work in Railroad Right-of-Way (Word)	May 1, 2007	Both
	Attachment B – Notification of Construction Work in Railroad Right-of-Way (Word)	May 1, 2007	Both
	Attachment C – Work on Railroad Right-of-Way Flowchart	May 1, 2007	Both
3.680*	Federal-aid Projects Involving Railroads	May 1, 2007	Both
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Section 3.7 -- Lettings and Contracts

3.705	Local Letting Process – State or Local Funded (see I.M. 3.41, dated September 2005; I.M. 3.42, dated March 2002; and I.M. 3.43, dated September 2002)	(future)	Both
3.710*	DBE Guidelines	June 18, 2007	Both
3.715	TSB Guidelines	(future)	Both
3.720*	Local Letting Process – Federal-aid	April 12, 2007	Both
	Attachment A – Pre-Award Checklist and Certification	April 12, 2007	Both
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	Attachment C – Supplemental Agreement	April 12, 2007	Both
3.730*	Iowa DOT Letting Process	August 28, 2014	Both
	Attachment A - Iowa DOT Pre-Letting Process Flowchart	October 1, 2013	Both
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3.750*	Project Development Certification Instructions	December 3, 2007	Both
	Attachment A – Project Development Certification Process Flowchart	December 3, 2007	Both
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3.760*	Public Interest Findings	May 12, 2014	Both
3.770	Paving Point Requirements	August 24, 2012	Counties
	Attachment A – Paving Point Determination	August 24, 2012	Counties
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3.805*	Construction Inspection (see I.M. 3.51, dated September 2002)	(future)	Both
3.810*	Federal-aid Construction by Local Agency Forces	December 19, 2014	Both

Section 3.9 -- Project Close-out and Audits

3.910*	Final Review, Audit, and Close-out Procedures for Federal-aid Projects	December 19, 2014	Both
	Attachment A – Project Close-out Process Overview Flowchart	December 3, 2007	Both
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	Attachment C – Final Review and Audit Process Flowchart – Non-highway Construction, DOT Specifications	December 19, 2014	Both

	Attachment D – Final Review and Audit Process Flowchart – Non-highway Construction, Non-DOT Specifications	December 19, 2014	Both
	Attachment E – Pre-audit Checklist (Word)	December 19, 2014	Both
	Attachment F – Final Forms Packet Checklist (Word)	December 19, 2014	Both
3.920	Final Review, Audit, and Close-out Procedures for State-aid Projects	(future)	Both
3.930*	Interest Payment Procedures	December 3, 2007	Both
	Attachment A – Sample Interest Payment Information Form	December 3, 2007	Both
3.940	Resolution to allow County Engineer to Certify Completion of Work on Construction Contracts	August 28, 2014	Counties
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Chapter 4 – Systems Classification And Identification

Section 4.0 -- General

4.010	Procedures to Modify the Secondary Road Route Numbering System	September 2002	Counties
4.030	County Road Vacations	September 2002	Counties
	Attachment A - Resolution for Road Vacation Public Hearing (Word)	September 2002	Counties
	Attachment B - Notice of Public Hearing (Word)	September 2002	Counties
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Section 4.1 -- (Reserved)

Section 4.2 -- Farm-to-Market System

4.210	Modification of the Farm-to Market (FM) System	August 10, 2011	Counties
4.220	Farm-to-Market Review Board Advisory Opinions on Proposed Jurisdictional Transfers	April 2002	Counties

UTILITY RELOCATION PROCESS

I.M. 3.640

Utility Accommodation & Coordination

Policy for Accommodating Utilities on the County and City Non-Primary Federal-Aid Road System

- This policy shall be followed for all projects located on non-primary Federal-aid highways.
- The Iowa DOT recommends LPAs use a similar policy and / or permitting procedures for other non-primary roadways under their jurisdiction.

Buy America

- Federal-aid eligible utility relocations that are caused by a Federal-aid project are subject to the Buy America requirements.
- Utility work included as part of a highway construction contract let using the Iowa DOT Standard Specifications must also comply with Buy America provisions.
- Buy America does not apply to manufactured products that are less than 90% iron or steel by weight.

Utility Coordination Meeting

Operational Planning Meeting (OPM)

- Required by Section 1 of House File 2651, 82nd General Assembly (Iowa Code Section 306.47)
- The LPA is required to meet with affected utilities during the **design phase** of the project.

(OPM) continued

- Held after project concepts developed
- Invite all utilities in project site/corridor
  - Initial presentation of project to utilities
    - Present concepts and preliminary plans
  - Several positive impacts on project
    - Utilities may put projects in the area on hold
    - Utilities can program funds for relocations
    - Utilities with costly relocations can inform designers at the OPM – changes more likely

5

(OPM) continued

- Additional meetings may be necessary, depending on:
  - Impacts to utilities
  - Complexity of the project.
- This meeting may be combined with other site visits and / or project design meetings.
- If combined, adequate time must be allowed for discussion of utilities.

(OPM) continued

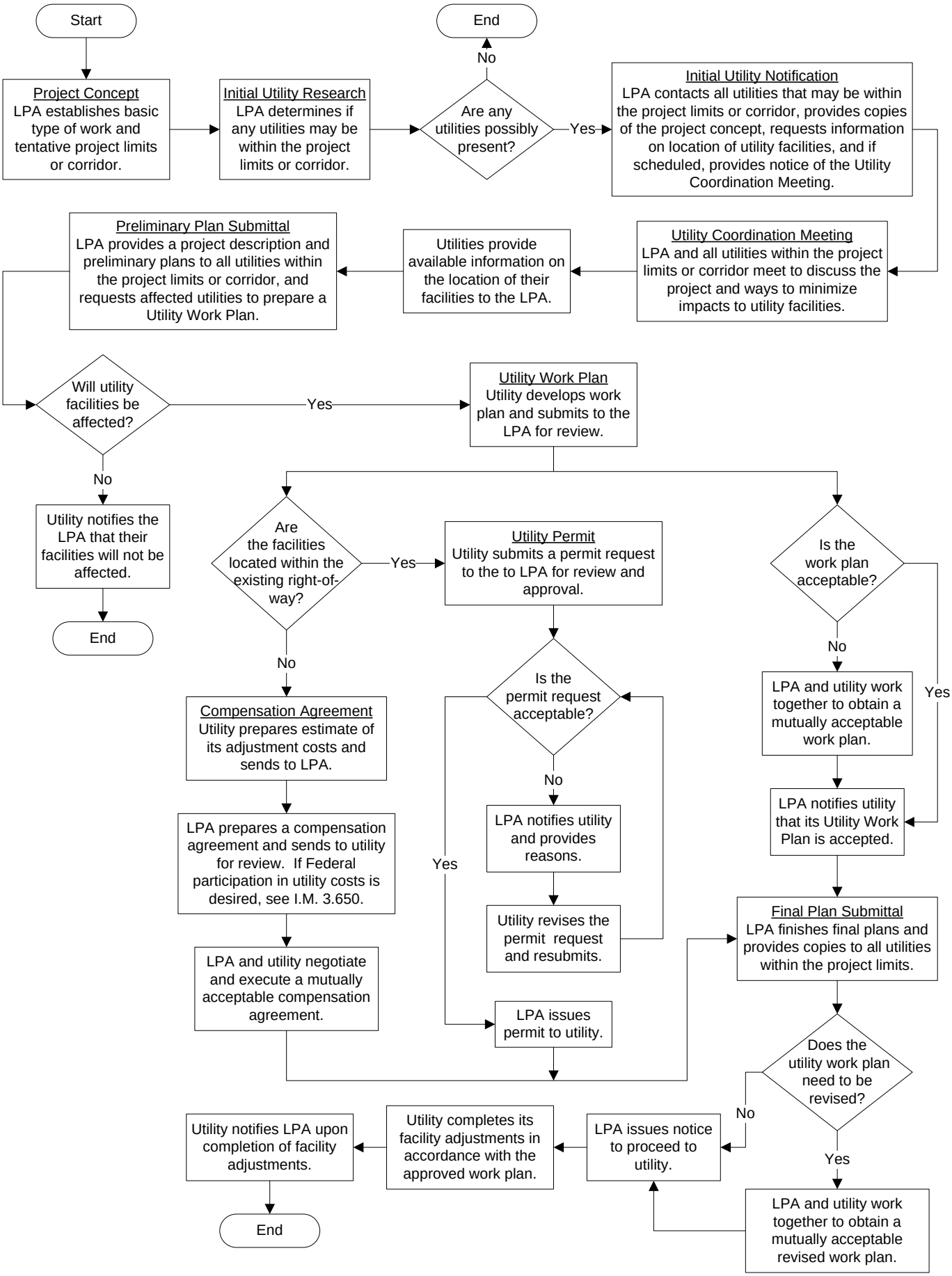
- Provide the design team time to review
  - Possible to use alternate plans
  - Utility facilities may be able to remain
  - "proactive, cooperative coordination" between LPA and private and public utility companies.

7

8

Utility Coordination Flowchart

For Non-primary Highway Transportation Projects



Utility Coordination Checklist
Attachment B of IM 3.640

- **Initial Utility Research** - Based on the project concept, determine if any utility facilities may be present within the proposed project limits or corridor. Obtain contact information for all utilities identified.
  - Date completed:
  - Initial list of utilities identified:

10

Utility Coordination Checklist
Attachment B of IM 3.640

- **Initial Utility Notification** - Send written notice and project concept to all potentially affected utilities within the project limits or corridor, request utilities to verify if they have facilities within the project limits or corridor, and if so, request information on the location of their facilities.
  - Date sent:
  - List of utilities notified:

11

Utility Coordination Checklist
Attachment B of IM 3.640

- **Invite Utilities to Utility Coordination Meeting** - Send an invitation to all utilities within the project limits or corridor (may be done in conjunction with the Initial Utility Notification).
  - Date sent:
  - List of utilities that were invited:

12

Utility Coordination Checklist
Attachment B of IM 3.640

- **Utility Coordination Meeting -** Conduct at least one Utility Coordination Meeting during the design phase of the project. If more than one meeting was held, record those in the space below also.
  - Date held:
  - Location:
  - List of utilities that attended:
  - Date meeting notes were distributed:

13

Utility Coordination Checklist
Attachment B of IM 3.640

- **Incorporate Utility Information** - Use utility information received to show approximate locations of utilities on the preliminary plans. Field locate above-ground utility facilities. If practical, revise the design to minimize impacts to utility facilities.
  - Date completed:
  - Information was received from the following utilities:

14

Utility Coordination Checklist
Attachment B of IM 3.640

- **Preliminary Plan Submittal** - Submit preliminary plans to all utilities within the project limits or corridor and request a Utility Work Plan from those utilities that need to adjust their facilities.
  - Date sent:
  - Date sent:

15

Utility Coordination Checklist
Attachment B of IM 3.640

- **Utility Work Plans** - Review and provide comments on Utility Work Plan. Once acceptable, provide written approval to utility.
  - Utility Name:
  - Date Received:
  - Date Comments Provided:
  - Date Approved:

16

Utility Coordination Checklist
Attachment B of IM 3.640

- **Follow-up with Non-responsive Utilities** - Contact those utilities that either did not provide a Work Plan or confirm their facilities will not be affected.
  - List of utilities, date contacted, and status:

17

Utility Coordination Checklist
Attachment B of IM 3.640

- **Compensation Agreement -** If a utility is entitled to compensation, prepare a draft compensation agreement, send for review, negotiate compensation and other terms of agreement, and execute final agreement.
  - Utility Name:
  - Date Sent:
  - Date Comments Received:
  - Date Executed:

18

Utility Coordination Checklist
Attachment B of IM 3.640

- *If Federal reimbursement of utility compensation costs will be requested, additional review and approval of agreement(s) are required by the Iowa DOT.*
- *For more information, see I.M. 3.650, Federal-aid Participation in Utility Relocations.*

19

Utility Coordination Checklist
Attachment B of IM 3.640

- **Utility Permits** - For utility adjustments within the right-of-way, review, provide comments, and approve utility permits for affected utilities.
  - Utility Name:
  - Date Permit Request Received:
  - Date Comments Returned:
  - Date of Permit Approval:

20

Utility Coordination Checklist
Attachment B of IM 3.640

- **Final Plan Submittal** - Send final plans to all affected utilities within the project limits.
  - Date sent:
  - List of utilities that received plans:

21

Utility Coordination Checklist
Attachment B of IM 3.640

- **Utility Work Plan Revisions** - If required by changes between preliminary plans and final plans, review, provide comments, and approve revised Utility Work Plans as needed.
  - Utility Name:
  - Date Received:
  - Date Comments Provided:
  - Date Approved:

22

Utility Coordination Checklist
Attachment B of IM 3.640

- **Issue Notice to Proceed** - After the Work Plan and compensation agreement or utility permit (as applicable) have been approved, send written notice to proceed to each affected utility.
  - List of utilities and date of notice for each:

Please Note: For Federal-aid projects, Environmental Concurrence and, if Federal reimbursement is desired, FHWA Authorization of utility costs, must be obtained prior to beginning construction of any utility adjustments. For more information, refer to I.M. 3.650, Federal-aid Participation in Utility Relocations.

23

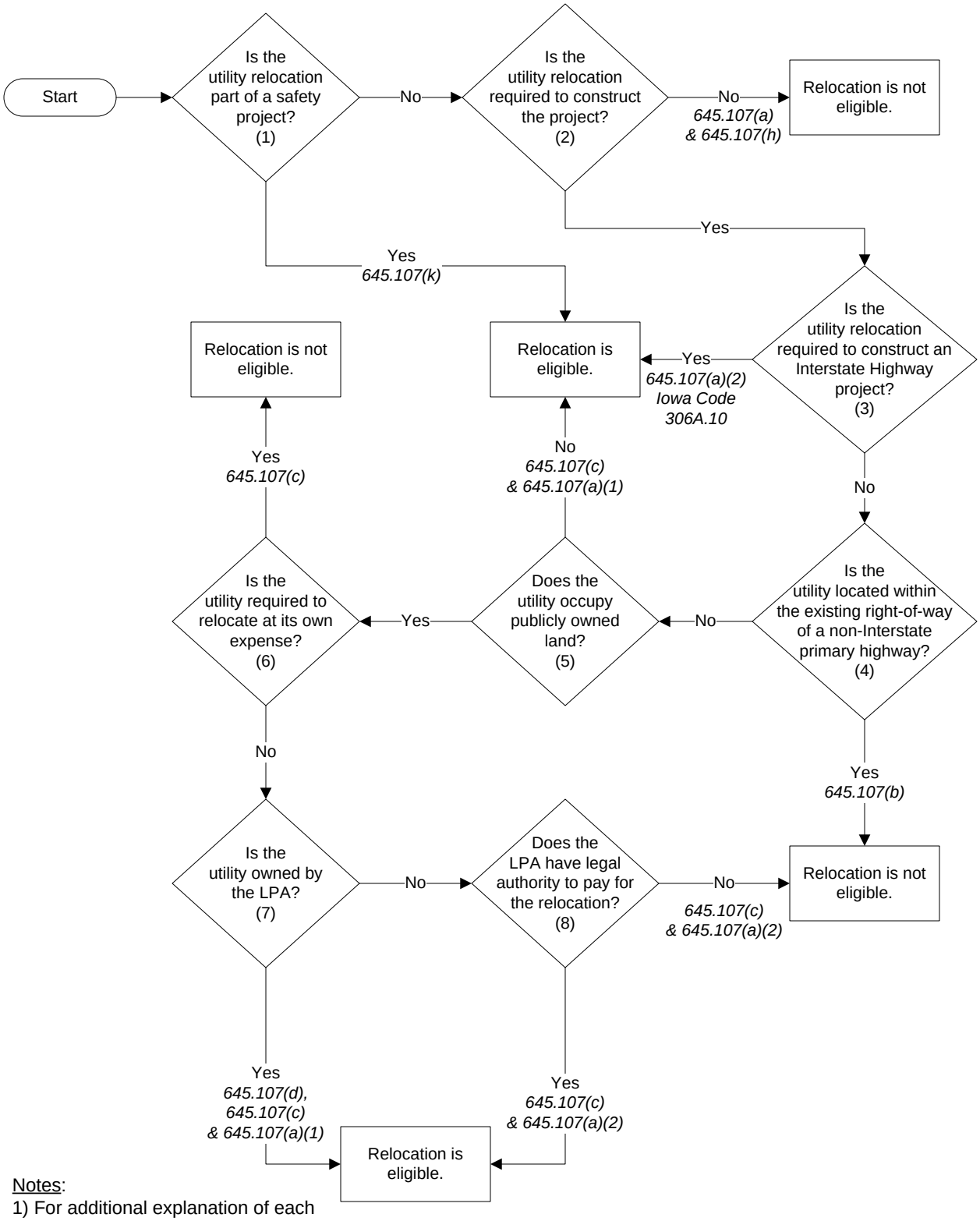
Utility Relocation Federal-Aid Eligibility Flowchart
Attachment A of IM 3.650

- For each eligibility determination shown on this flowchart, the supporting references from 234 CFR 645 and Iowa Code are shown in *italics*.

24

Utility Relocation Federal-Aid Eligibility Flowchart

For Local Public Agency (LPA) Federal-aid Projects



Notes:

1) For additional explanation of each question shown on this flowchart, refer to the corresponding numbered questions in the "Eligible Relocations" section of this I.M.

2) For each eligibility determination shown on this flowchart, the supporting references from 23 CFR 645 and Iowa Code are shown in *italics*.

Utility Coordination Checklist
Attachment B of IM 3.640

- **Invite Utilities to Pre-construction Meeting** - Send an invitation to all utilities within the project limits or corridor (may be done in conjunction with final plan submittal).
  - Date sent:
  - List of utilities that were invited:

25

Utility Coordination Checklist
Attachment B of IM 3.640

- **Pre-Construction Meeting** - Include discussion of utility coordination required during construction, if any, as part of the meeting.
  - Date held:
  - List of utilities that attended:

26

Utility Coordination Checklist
Attachment B of IM 3.640

- **Utility Work Plan Revisions** - If required by changes between preliminary plans and final plans, review, provide comments, and approve revised Utility Work Plans as needed.
  - Utility Name:
  - Date Received:
  - Date Comments Provided:
  - Date Approved:

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Where to go for answers to Utility Coordination questions?

Bryan Bradley
Utility Engineer
Office of Traffic and Safety
Iowa Department of Transportation
Bryan.Bradley@dot.iowa.gov
(515) 239-1014

HELPFUL WEBSITES

- http://www.iowadot.gov/(main DOT webpage)
- http://www.iowadot.gov/local_systems/utilities/main_utilities.htm
  - (Local Systems utilities link)
  - with links to: Traffic & Safety (below)
- http://www.iowadot.gov/traffic/index.htm (Traffic & Safety)
  - Central Office (Bryan Bradley, Jeff McCollough, Stephanie Anderson)
  - EOT's and Complete Utility Policy and other District Staff
  - Utility Company Contact List
- http://www.iowadot.gov/program_management/five_year.html
  - (link for 5-year plan)

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Iowa Department of Transportation
800 Lincoln Way Ames IA 50010 515-239-1183 TEL 515-817-6691 FAX

CERTIFIED MAIL

December 18, 2012

When Communicating Refer To:
County
(ROW)
(CONST)
NON-POINT 25 PROJECT

«First_Name» «Last_Name»
«Title»
«Company» *(«Utility_Type»)*
«Address1»
«Address2»
«City» «State» «Zip»

Dear «First_Name» «Last_Name»:

NOTICE OF POTENTIAL CONFLICT

Enclosed are plans and cross sections showing proposed _____, which may necessitate relocation or adjustment of your facilities. This letter is your formal notification of the impending construction.

Your company may have facilities that are in conflict with this project. Please review the enclosed materials to determine if your facilities are in conflict with the proposed highway project and to develop a relocation plan.

Facilities located on public road right of way are subject to relocation or adjustment at company expense, under applicable provisions of the Code of Iowa. **If any of your facilities are located on private right of way and will be affected, please notify this office by _____.**

We trust that you will review this project and if adjustment of your facilities is necessary, the work will be accomplished as much as possible prior to the highway construction. If you need help at the site of this project, please contact the Resident Construction Engineer's Office in charge of this project located at _____. This office will also invite you to the preconstruction meeting. Your representation at this meeting is recommended since specific project scheduling and staging will be determined at that time.

Should the final location of any of your relocated or adjusted facilities fall within the highway right of way, it is necessary that a new utility permit be filed with the Engineering Operations Technician, _____. The permit should be approved prior to your construction. A blank permit form is enclosed for your use.

Your cooperation and efforts in this highway improvement project will be greatly appreciated.

Enclosed for your use are the following:

LOCAL PROJECT UTILITY
COORDINATION TASK LIST

Iowa Department of Transportation

LOCAL PROJECT UTILITY COORDINATION TASK LIST

Note: All Utility Coordination shall be done in accordance with the "Iowa Guide to Utility Coordination" unless otherwise noted.

- ☐ Identify utility companies with facilities within the project area.

- ☐ Send project notification letter and exhibits to all utility companies with a potential for facilities in the project area. Ask them to verify that they have facilities in the area and also request utility system maps for the project area. Compare the system maps with the highway plan information to assure that all utility facilities are shown properly.

- ☐ Field locate utility facilities in project area.
  DO NOT DEPEND ON SYSTEM MAPS FOR LOCATIONS!!! Facilities must be field located.
  - ☐ Remove manhole covers and determine flow line elevations and pipe sizes.
  - ☐ Expose existing utility facilities and obtain elevations (pothole) at the following locations: _____. **Note: This will have to be coordinated with the utility.**

- ☐ Show existing utility facilities on plans and cross sections. (Horizontal location only, unless elevations have been obtained by a survey crew.)

- ☐ Identify potential utility conflicts and report them to the utility. The utility is ultimately responsible for determine conflicts but the highway designer is more familiar with the project and is best suited for determining the initial list of potential conflicts.

- ☐ Invite utilities to an Operational Planning Meeting.

- ☐ Invite utilities to all Public Information Meetings.

- ☐ Hold ____ utility coordination meetings on the project. These meetings will be held at the _____ and _____ stage of the project.

- ☐ Send a copy of the plans that are sufficiently complete to allow for the design of utility facilities along with a cover letter explaining the project and notifying the utility of any sensitive areas in the project area.

- ☐ Review utility work plans, approve work plans or return with recommendations for corrective actions, if required.

- ☐ Send Work Plan Approval letter to utility companies.

- ☐ Consultant or local unit of government (select one) will negotiate reimbursable utility contracts.

- ☐ Consultant or local unit of government (select one) will send a draft reimbursement agreement for any compensable relocation to the utility company for signature. (Audit, Lump Sum or Unit Cost.)

- ☐ Local unit of government will execute the signed agreement on behalf of the local unit of government and forward a copy of the executed document to the utility company.

- ☐ Consultant or local unit of government (select one) will draft utility conveyance documents. (Disclaimer of Interest in Realty, Quitclaim Deed, Release of Easement forms.)

- ☐ Consultant or local unit of government (select one) will obtain and record signed conveyance documents.

- ☐ Send Start Work Notices to utility companies.
- ☐ Write "utility" section of the Special Provisions and revise as needed based upon information provided by the utilities.
- ☐ Prepare Utility Status Report as part of the PS&E submittal package (DOT let projects).
- ☐ Provide right of way staking for utilities as needed. Right of way staking need only be done in areas requested by the utility, not the entire project. Assume this will be done ___ times.
- ☐ Provide ____ size plans, ____ size cross sections, in paper or electronic format (.dgn files) to all utilities. Assume ____ utilities will need copies.
- ☐ Provide utilities with revised plan sheets with any changes from previous plans indicated, as required.
- ☐ Review all utility permits for compatibility with highway project design and recommend corrective action if necessary.
- ☐ Send a final (reduced size) plan set and copy of the "utility" section of the Special Provisions to each utility with facilities in the project are just prior to, or soon after, the final PS&E submittal.
- ☐ Follow-up on status of utility relocations between PS&E submittal and the Preconstruction Meeting.
- ☐ Conduct Pre-Bid Utility Meeting for potential bidders to discuss utility relocations and utility coordination during construction.
- ☐ Attend Preconstruction Meeting to discuss current status of utility relocations.

LOCAL AGENCY
UTILITY POLICY

POLICY FOR ACCOMMODATING UTILITIES ON THE COUNTY AND CITY NON-PRIMARY FEDERAL-AID ROAD SYSTEM

EFFECTIVE OCTOBER 2006

IN COOPERATION WITH THE
FEDERAL HIGHWAY ADMINISTRATION,
IOWA DEPARTMENT OF TRANSPORTATION,
IOWA COUNTY ENGINEERS ASSOCIATION,
AMERICAN PUBLIC WORKS ASSOCIATION (IOWA), AND
THE IOWA UTILITY ASSOCIATION

Compiled and distributed by the
Office of Local Systems, Iowa Department of Transportation
Phone: 515-239-1528
Fax: 515-239-1966

Available On-Line:
www.dot.state.ia.us/local_systems/publications/lpa_utility_policy.pdf

POLICY FOR ACCOMMODATING UTILITIES ON THE COUNTY AND CITY NON-PRIMARY FEDERAL-AID ROAD SYSTEM

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UTILITY ACCOMMODATION

SECTION 1: General information.

1. **Scope of policy.**
   This policy covers initial placement, adjustment and maintenance of utility facilities in, on, above or below the right-of-way of non-primary federal-aid highways, including attachments to structures. It embodies the basic specifications and standards needed to ensure the safety of the highway user and the integrity of the highway.

   This policy applies to new construction or complete reconstruction projects on county and city federal-aid highways involving new utility installations and existing utility facilities which need to be relocated because of the construction limits.

   The agency reserves the right to make exceptions to this policy where the exercise of sound and reasonable judgment indicates that the literal enforcement of this policy would defeat its objectives, consistent with applicable state law.

2. **Definitions.**

   Adjustment. A physical change to an existing utility facility including improvement, rearrangement, reinstallation, protection, relocation or removal of the utility facility.

   Agency. The city / county having jurisdiction over the right-of-way.

   Agency representative. A city / county employee who processes utility accommodation requests in an assigned geographical area.

   Agreement. A contract between the agency and a utility owner.

   Appurtenance. A utility facility-related feature such as a vent, drain, utility access or marker.

   Backfill. Replacement of suitable material and compaction of the material as specified in these rules.

   Breakaway. Designed to shatter, bend easily or separate from a solid foundation.

   Cable. An insulated conductor or a combination of insulated conductors.

   Carrier. A pipe directly enclosing a transmitted fluid (liquid or gas) or slurry. "Carrier" also means an electric or communication cable, wire or line.

   Casing. An oversize load-bearing pipe, conduit, duct, or structure through which a carrier or cable is inserted.

Clear zone. The roadside border area, starting at the edge of the traveled way, available for use and recovery by errant vehicles.

Communication line or communication cable. A circuit for telephone, telegraph, alarm system, television transmission or traffic control purposes.

Conduit, cell or duct. An enclosed tubular runway for protecting wires or cables.

Cover. The depth from the grade of a roadway or ditch to the top of an underground utility facility.

Drain. An appurtenance used to discharge moisture or liquid contaminants from casings.

Emergency. An unplanned situation that presents a danger to the life, safety or welfare of motorists, persons working within or users of the right-of-way or the general public and that requires immediate attention.

Encasement. Placing a casing around a utility facility.

Engineer. A professional engineer registered in the State of Iowa; normally the County Engineer for counties, the City Engineer or Public Works Director for cities, or a consultant engineer hired by the local government for a particular project.

Federal-Aid Highways. Highways eligible to receive federal-aid other than highways classified as local roads or rural minor collectors.

FHWA. The Federal Highway Administration.

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

Franchise. An agreement by which a utility is authorized to provide utility service in a city.

Freeway. A fully controlled access primary highway. The rights of ingress and egress from abutting properties have been legally eliminated by the Iowa Department of Transportation. Permanent access to the highway is allowed only at interchange locations. A freeway is generally five or more miles in length.

Highly energized. An electrical energy level that could be hazardous if the utility facility is struck or exposed. For purposes of this policy, voltage exceeding 60 volts is considered to be highly energized.

Highway, street, road or alley. A public way for the purpose of vehicular and non-vehicular travel, including the entire area between the right-of-way lines. For purposes of this policy, these terms are interchangeable.

Interchange. A system that provides for the movement of traffic between intersecting roadways via one or more grade separations.

Iowa One Call. A statewide notification center that provides contractors/excavators, homeowners, and others who may be disturbing the earth, with a single toll-free number to call for the locating and marking of underground facilities. (1-800-292-8989 / www.iowaonecall.com)

Jurisdiction. The limits or territory within which the authority may be exercised by the local, state or federal agency or railroad company.

Maintenance. As the term is used in conjunction with a utility facility means any repair or replacement of the utility facility that is not an adjustment and that does not increase the capacity or change the function of the original installation. The term "maintenance" when used in conjunction with a highway means repair or other operational activities performed by the agency within the highway right-of-way to preserve the function of the highway and its structures.

Median. That portion of a divided highway separating traffic moving in opposite directions.

Multiduct. A system comprised of two or more conduits.

MUTCD. The Manual on Uniform Traffic Control Devices, as adopted in IAC 761--Chapter 130.

Nonfreeway highway. A highway that is not a freeway.

Occupy the highway right-of-way. Located or to be located in, on, above or below the highway right-of-way. The term includes attachments to highway structures.

Pavement. That portion of a roadway used for the movement of vehicles, excluding shoulders.

Permit. A written authorization granting the utility permission to install, maintain and operate facilities on county/city right of way.

Pipe. A tubular product used to transport solids, liquids or gases.

Pipeline. A carrier system used to transport liquids, gases, or slurries.

Plowing. The installation of a utility line in the ground by means of a plow-type mechanism that breaks the ground, places the utility line and closes the break in the ground in a single operation.

Primary highway. A road or street designated as a "primary road" in accordance with Iowa Code subsection 306.3(6). This definition includes primary highway extensions in cities and primary highways under construction.

Record drawing. A drawing that is filed for record with the agency showing the utility facility as constructed.

Right-of-way. The land for a public highway, street, road, alley or non-vehicular passage, including the entire area between the property lines. For the purpose of this policy, public utility easements may be considered right-of-way.

Roadway. That portion of a highway used for the movement of vehicles, including shoulders and auxiliary lanes. A divided highway has two or more roadways.

Rural-type roadway. A roadway that does not have a curb as its outside extremity.

Service connection. A water, gas, power, communication, sanitary sewer or storm sewer line that extends from the main or primary utility facility into an adjacent property and that is used to serve the property.

Shoulder. That portion of a roadway contiguous to the traveled way for emergency use and for the lateral support of the pavement base and surface courses.

Structure. Bridges, culverts, intakes, drop inlets, retaining walls, cribbing, utility accesses, end walls, buildings, sewers, service pipes, underdrains, foundation drains, and other features which may be encountered in the work and not otherwise classed herein.

SUDAS. Statewide Urban Design and Specifications. The SUDAS Design Standards and Specifications manuals are owned by the non-profit Iowa SUDAS Corporation. The manuals include design standards and construction specifications for urban public improvements. They are available on the SUDAS website at www.iowasudas.org.

Toe of foreslope. The intersection of the foreslope and the natural ground or ditch bottom.

Traveled way. That portion of a roadway used for the movement of vehicles, excluding shoulders and auxiliary lanes.

Trenched. Installed in a narrow open excavation.

Trenchless. Installed without breaking the ground or the pavement surface, such as by jacking, boring, tunneling or mechanical compaction.

Urban-type roadway. A roadway that has a curb as its outside extremity.

Utility. A system for supplying water, gas, power, or communications; a storm sewer, sanitary sewer, drainage tile or other system for transmitting liquids; a pipeline system; or like service systems. The term "utility" includes traffic signal systems, street and intersection lighting systems and railroad crossing signals.

Utility access. An opening in an underground utility system through which workers or others may enter for the purpose of making installations, inspections, removals, repairs, connections or tests.

Utility facility. Any pole, pipe, pipeline, pipeline company facility, sewer line, drainage tile, conduit, cable, aqueduct or other utility-related structure or appurtenance.

Utility owner. The owner of a utility facility.

Vent. An appurtenance used to ventilate or to discharge gaseous contaminants from casings.

SECTION 2: General requirements for occupancy of the right-of-way.

1. **Permit required and exceptions to permit.**

   a. Permit required.

      1) A utility owner shall obtain permission from the agency in the form of a permit before it places its utility facilities in, on, above or below the highway right-of-way; attaches its utility facilities to a highway structure; or adjusts existing utility facilities occupying the right-of-way.

      2) The purpose of the permit process is to ensure the safety of motorists, pedestrians, construction workers and other highway users; to ensure the integrity of the highway; and to document the location of utility facilities for use in managing the highway right-of-way and in locating the facilities in the future.

      3) The utility owner shall obtain permission from the railroad company when their planned work is within railroad right of way or affects a railroad crossing.

   b. Exceptions to required permit.

      1) A permit is not required for agency-owned utilities designed and constructed as part of an agency highway construction project.

2. **Agreement required.**
   For certain utility facility adjustments, the agency may require an agreement between the agency and the utility owner. However, the agreement or franchise by itself does not constitute a permit nor does it grant permission to occupy the highway right-of-way. The utility owner is responsible for obtaining a permit prior to commencing work within the right-of-way. The agreement shall then be attached to and become a part of the permit.

3. **Compliance with requirements.**
   It is the responsibility of the utility owner to ensure that its utility facility complies with all applicable federal, state, local and franchise requirements and meets generally accepted industry standards at the time of installation.

4. **Performance bond.**
   The agency may require a performance bond for utility work within the highway right-of-way under the following circumstances: the installation is unusual; abnormal site conditions exist, such as but not limited to unstable soil or unique vegetation; or the utility owner or its contractor has a history of performance problems.

   a. If a performance bond is required, the utility owner or its designated representative shall file the bond with the agency prior to commencing work within the right-of-way.

   b. The minimum amount of a required performance bond is $5,000 per permit. Depending on the type and extent of the facility installed, the agency may require a higher bond

amount. The bond shall be in force for the duration of the permit. The agency shall have the right to file a claim against the bond for two years thereafter.

c. The agency may accept an annual performance bond in the minimum amount of $10,000 for agency-wide activities in lieu of an individual bond for each permit. The agency-wide performance bond shall be kept in force for as long as the utility owner's facilities occupy the highway right-of-way anywhere within the agency's jurisdiction. The agency shall have the right to file a claim against the bond for two years thereafter.

d. A performance bond shall guarantee prompt restoration of any damage that is the result of the utility facility's occupancy of the highway right-of-way.

5. **Disturbance of other contractors.**
Utility construction and maintenance work within the highway right-of-way shall be accomplished in a manner that minimizes disturbance to any other contractor working within the right-of-way. It is the responsibility of the utility owner to coordinate work with other contractors.

6. **No adverse effect on highway.**
A utility facility shall not adversely affect the safety, design, construction, operation, maintenance or stability of the present use or future expansion of a highway.

7. **Safety, health and sanitation.**
Construction and maintenance of a utility facility shall be accomplished in a manner that minimizes disruption of highway traffic and other hazards to the highway user. The utility owner shall comply with the MUTCD and all applicable federal, state and local statutes, ordinances and regulations governing safety, health and sanitation. The owner shall furnish such additional safeguards, safety devices and protective equipment and shall take such actions as are reasonably necessary to protect the life and health of the public.

8. **Parking or storage in clear zone or median.**
When not in actual use, vehicles, equipment and materials shall not be parked or stored within the clear zone or median.

9. **Protection of landscaped or planted areas.**
A landscaped or planted area that is disturbed shall be restored as nearly as practical to its original condition. Specific authorization must be obtained from the agency representative prior to trimming trees or spraying within the right-of-way. In the case the agency is not the underlying owner of the land, (i.e. road right-of-way by easement) the agency will direct the utility owner to the landowner for notification.

10. **Noncompliance.**
The agency may take any or all of the following actions for noncompliance with any provision of this policy or any term of a permit:

a. Halt utility construction or maintenance activities within the right-of-way.

b. Withhold an adjustment reimbursement until compliance is ensured.

c. Revoke the permit.

d. Remove the noncomplying construction or maintenance work, restore the area to its previous condition, and assess the removal and restoration costs to the utility owner.

e. Place all pending and future permits on hold until the issue is resolved.

f. File a claim under the provisions of the performance bond.

11. **Private utility facility.**
A utility facility that is dedicated to private use shall be accommodated in accordance with this policy. However, the agency representative may, when necessary, allow an exception to private utility installations based on sound engineering principles.

12. **Insufficient capacity of right-of-way.** The agency may deny issuance of a permit if it determines there is insufficient room for additional utility facilities within the right-of-way.

SECTION 3: General design provisions.

1. **Plans.**
   Design plans for a utility facility shall be prepared by a person knowledgeable in highway design and in work zone traffic control and shall include the measures to be taken to preserve the safe and free flow of traffic, structural integrity of the roadway and highway structures, ease of highway maintenance, appearance of the highway and integrity of the utility facility.

2. **Materials.**
   All utility facilities shall meet industry standards and applicable codes and regulations.

3. **Number of crossings.**
   The number of utility facilities crossing the highway right-of-way shall be kept to a minimum. The agency may require distribution facilities to be installed on each side of the highway to minimize the number of crossings and service connections. In individual cases, the agency may require several facilities to cross in a single conduit or structure. Crossings should be as near to perpendicular to the highway alignment as practical.

4. **Aboveground facilities.**
   The design of aboveground utility facilities shall be compatible with the visual quality of the specific highway section being traversed.

5. **Clear zone requirements and aboveground obstructions.**
   Highway roadsides shall be as free as practical from physical obstructions above the ground. The agency shall determine the clear zone distance. The current requirements can be found in Instructional Memorandum 3.215, Clear Zone.

   a. The clear zone distance on rural-type roadways is based on present day traffic, current DOT traffic counts and the existing foreslope adjacent to and preceding the utility facility.

   b. Unless otherwise specified, the clear zone shall be measured from the back of curb, when one exists, or the edge of the traveled way.

   c. A permanent, aboveground obstruction is restricted to an area beyond the clear zone or the highway foreslope, whichever area locates the obstruction a greater distance from the edge of the traveled way.

   d. If sufficient right-of-way or designated utility easement is not available to accommodate the clear zone distance, the agency may require the utility facility to have a breakaway design, require regrading of the right-of-way, require the utility facility to be located underground, or authorize the facility to be placed near the right-of-way line.

6. **Uniform alignment.**
   Longitudinal utility facility installations shall be located on uniform alignment as near as practical to the right-of-way line so as to provide a safe environment for traffic operations and to preserve space for future highway improvements and other utility installations.

SECTION 4: Scenic enhancement.

1. **Introduction.**
   The type and size of a utility facility and the manner in which it is installed can materially alter the scenic quality, appearance and view of highway roadsides and adjacent areas. For these reasons, additional controls are applicable in areas that have been acquired or set aside for their scenic quality. Such areas may include, but are not limited to, scenic strips, scenic overlooks, rest areas, recreation areas, public parks and historic sites, aesthetically enhanced corridors, and the right-of-way of highways that pass through or are adjacent to these areas. These additional controls are addressed in this policy.

2. **Underground installations.**
   The agency may permit a new underground installation if it does not require extensive removal or alteration of trees or other natural features visible to the highway user and if it does not impair the visual quality of the area being traversed.

3. **Aboveground installations.**
   The agency may permit a new aboveground installation only if the following three conditions are met:

   a. Other locations for an aboveground installation are unusually difficult, are unreasonably costly, or are less desirable from the standpoint of visual quality.

   b. Underground installation is not technically feasible or is unreasonably costly.

   c. The location, design and materials to be used for the proposed aboveground installation will give adequate attention to the visual qualities of the area being traversed.

SECTION 5: Liability.

1. **Liability under a permit.**
   The following are conditions of a utility accommodation permit.

   a. The owner of the utility facility shall indemnify and save harmless the agency, its representative bodies and employees from any and all causes of action, suits at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of any nature (including reasonable attorney fees), arising out of or in connection with the owner's use or occupancy of the highway right-of-way.

   b. The agency, its representative bodies or employees, will be liable for expense incurred by the permit holder in its use and occupancy of the highway right-of-way only when negligence of the agency, its representative bodies or employees, is the sole proximate cause of such expense. Whether in contract, tort or otherwise, the liability of the agency, its representative bodies, and employees is limited to the reasonable, direct expenses to repair damaged utilities, and in no event will such liability extend to loss of profits or business, indirect, special, consequential or incidental damages.

SECTION 6: Utility accommodation permit.

1. **Application for permit.**

   a. To apply for a permit, the utility owner shall submit an application to the appropriate agency on a form prescribed by the agency and receive approval prior to commencing actual physical work within the public right of way. In no case shall this application be submitted less than 30 days prior to the planned start date for the work. The agency shall review and provide an approved permit to the utility owner. Once the approved permit is received, the utility owner should follow-up with a 48-hour notice prior to commencing work.

   b. The utility owner shall maintain the following insurance for bodily injury, death and property damage arising out of or in connection with the construction, maintenance and operation of the facility:

      1) General public liability insurance with limits of not less than $500,000 for injury to or death of a single person, or not less than $1,000,000 for any one accident, and not less than $250,000 per accident for property damage.

      2) Comprehensive automobile liability insurance with limits of not less than $500,000 for injury to or death of a single person, or not less than $1,000,000 for any one accident, and not less than $250,000 per accident for property damage.

      3) Excess liability coverage with limits of not less than $1,000,000.

      4) Statutory workers' compensation coverage.

   c. This insurance shall be in effect before the utility owner commences any work within the right of way.

   d. Coverage may be provided by blanket policies of insurance covering other property or risks.

   e. The agency, its officers and employees, shall be named as an additional insured party in the general public liability and excess liability policies.

   f. The utility owner must submit proof of insurance in the form of a Certificate of Insurance to the agency, prior to commencing actual physical work within the right of way.

2. **Permit.**

   a. At a minimum, a permit allows:

      1) The applicant (the utility owner) or its representative to perform the work covered by the permit.

      2) The utility facility described in the permit to occupy the right-of-way.

3) The utility facility to be operated and maintained.

b. A permit does not convey a permanent right of occupancy.

3. **Plan.**
Each permit application shall be accompanied by a plan showing the following:

a. Location of the utility facility by street name, route, county, section, township, range, milepost and highway stationing, where these references exist.

b. Highway centerline and right-of-way limits.

c. Location of the utility facility by distance to the nearest foot at each point where the facility's location changes alignment, as measured from the centerline of the highway or back of curb.

d. All construction details including the:

1) Depth of burial.

2) Types of materials to be used in the installation.

3) Operating pressures and voltages.

4) Vertical and horizontal clearances.

5) Traffic control plan prepared by a person knowledgeable in work zone traffic control, or a reference to a standard traffic control plan of the agency or Iowa Department of Transportation.

4. **Discharging into waterways.**

a. A permit application for the placement of a utility facility that will discharge materials into the nation's waters must be accompanied by satisfactory evidence of compliance with all applicable federal, state and local environmental statutes, ordinances and regulatory standards.

b. The utility owner is responsible for obtaining all necessary approvals from the appropriate agencies. The agency will not issue a permit until these approvals are obtained.

5. **Agency action on permit application.**

a. The agency shall act on the permit application within 30 days after its filing with the appropriate agency representative. If an emergency should exist, the agency shall act on the application as expeditiously as practical.

b. A separate Iowa DOT permit is required if the proposed work is in, on, or above or below the right-of-way of a freeway or non-freeway state highway, including attachments to a

bridge carrying city/county traffic over a freeway, or attachments to a non-freeway structure. Iowa DOT does not allow attachments to a structure carrying freeway traffic. Iowa DOT will determine if FHWA approval is required for the Iowa DOT permit.

c. Failure on the part of the utility owner to provide complete information may result in a delay in the agency's taking final action on the application.

6. **Changes to work.**
Changes in the work as described in the original permit require the prior approval of the agency.

7. **Copy of permit at job site.**
The utility owner or its contractor shall have a copy of the permit on the construction site at all times for examination by agency representatives.

8. **Record drawings.**

a. Within 90 days after completion of construction, the utility owner shall submit to the agency representative a record drawing or a letter certifying that the actual placement of the utility facility is as described in the original permit.

b. If the utility owner fails to submit the record drawing or letter within the time required, the agency may hire an independent contractor to locate the utility facility and prepare a record drawing or withhold approval of future permits. All costs associated with this activity are the responsibility of the utility owner.

c. Any costs incurred by the agency or its contractors due to incorrect record drawing information supplied by the utility owner or deviations in actual placement from that described in the original permit are the responsibility of the utility owner.

9. **Transfer of permit.**
A new permit is not needed when a utility facility is transferred or leased in its entirety. The requirements of the permit and this policy remain in force for as long as the utility facility continues to occupy the right-of-way and serve its intended purpose. The transferee or lessee shall submit the following information to the appropriate agency representative:

a. The name and address of the transferee or lessee.

b. Geographical area involved in the transaction.

c. Designated telephone number, fax number, cellular phone number, pager number and e-mail address for notification purposes.

SECTION 7: Traffic protection.

1. **Traffic control for all work.**

    a. When performing work within the right-of-way, the utility owner is responsible for providing, installing, maintaining and cleaning warning signs and protective devices; removing warning signs and protective devices when the work is complete; and providing flaggers.

    b. Flagging operations and the placement of warning signs, protective devices, barricades and channelizing devices shall comply with the MUTCD and agency requirements for the protection of the traveling public and workers on the site.

    c. Flaggers are required at work sites to stop traffic intermittently as necessitated by work progress or to maintain continuous traffic past a work site at reduced speeds to help protect the work crew. For both of these functions the flagger must, at all times, be clearly visible to approaching traffic for a distance sufficient to permit proper response by motorists to the flagging instructions, and to permit traffic to reduce speed before entering the work site. In positioning flaggers, consideration must be given to maintaining color contrast between the work area background and the flaggers' protective garments.

    d. The utility owner shall provide additional protection when special complexities and hazards exist.

    e. Special requirements may be necessary when working at or near a railroad crossing. The utility owner is responsible for obtaining any permits or agreements with the railroad company and any associated costs.

2. **Traffic control for construction and maintenance work that is not emergency work.**

    a. The utility owner is responsible for using the types of traffic controls that are adequate for the nature, location and duration of work, type of roadway, traffic volume and speed, and potential hazards.

    b. Where high traffic volumes cause frequent congestion, routine scheduled maintenance and construction should be avoided during hours of peak traffic.

    c. Work areas should be occupied for only as long as it is necessary to safely move in, finish the work, remove all utility work signs and move out.

    d. Special care should be taken to clearly mark suitable boundaries for the workspace with channelizing devices so that pedestrians and drivers can see the workspace. If any of the traveled lanes are closed, tapers shall be used as required by the MUTCD.

    e. Pedestrians should not be expected to walk on a path that is inferior to the previous path. Repairs (temporary or permanent) to damaged sidewalks should be made quickly. This may include bridging with steel plates or good quality wood supports. Pedestrian paths

that remain open must comply with the American Disability Act (ADA). Pedestrian paths that are closed must adequately address ADA requirements.

f. Work areas involving excavations on the roadway should not exceed the width of one traffic lane at a time. The work should be staged and, if needed, approved bridging should be used. The utility owner should fully coordinate this type of activity with the agency representative or, in a city, with the city's traffic or public works office.

3. **Traffic control for emergency work.**

a. The extent of traffic control used for emergency work may be less than that used for longer-term construction or maintenance. However, the utility owner shall provide for the safety of pedestrians, motorists and workers. It may be necessary for the utility owner to contact local law enforcement officials to assist in securing the safety of the traveling public.

b. The emergency work vehicle should be equipped with all necessary traffic control devices to address the situation. These should be kept in a good state of repair and functioning properly.

SECTION 8: Construction responsibilities and procedures.

1. **Permit required before work may begin.**
   The utility owner shall not commence construction work in the highway right-of-way until it has received an approved permit from the agency for the work.

2. **Notice of construction.**
   The utility owner shall give the agency representative at least 48 hours prior notice of its intent to start construction within the right-of-way.

3. **Authority of the agency representative.**

   a. The agency representative has the authority to resolve any issues or concerns that arise regarding the intent of the permit and compliance therewith, as they relate to the condition of the highway.

   b. During the progress of the work, the agency representative may approve minor alterations in the plans or character of the work, as they relate to the condition of the highway, that the agency deems necessary or desirable to satisfactorily complete the work. Such an alteration is not a waiver of the permit nor does it invalidate any provision of the permit.

4. **Work in progress.**
   The utility owner is responsible for the care and maintenance of partially completed work within the right-of-way. Unless otherwise required or approved by the permit or the agency representative, all work performed within the right-of-way is restricted to a time frame of 30 minutes after sunrise to 30 minutes before sunset.

5. **Authority of agency to inspect and approve.**

   a. The agency may inspect and/or approve any construction work performed within the right-of-way as it relates to the condition of the highway.

   b. The utility owner shall provide reasonable cooperation.

6. **Agency inspectors.**
   The agency may appoint inspectors to represent the agency in the inspection of construction. Inspectors are placed on the job to keep the agency representative informed of the progress of the work and the manner in which it is being performed, and to call to the utility owner's attention any infringements of the permit. The inspectors shall not:

   a. Modify in any way the provisions of the permit.

   b. Delay the work by failing to inspect the work with reasonable promptness.

   c. Act as a supervisor for the work or perform any other duties for the utility owner or its contractor.

   d. Improperly interfere with the management of the work.

e. Approve or accept any portion of the work on behalf of the agency.

f. Incur liability for failure to identify defects in materials or workmanship or non-compliance with permit.

7. **Repair and cleanup.**
Prior to the agency's final inspection, the utility owner shall:

a. Upon notification by the agency, immediately make any repairs to the right-of-way that are necessary due to the construction work.

b. Remove from the right-of-way all unused materials and rubbish resulting from the work and leave the right-of-way in a clean, presentable condition.

8. **Final inspection.**

a. Upon notification by the owner of the utility facility or its authorized representative that the work is complete, the agency representative may inspect each item of work included in the permit as it relates to the condition of the highway.

b. If the agency representative finds that the work is not in compliance with the permit, the agency representative shall provide to the utility owner written notice of the particular defects found. The owner is responsible for remedying these defects in a timely manner.

SECTION 9: Vertical overhead clearance requirements.

1. **Conformance to standards.**
   The vertical clearance for overhead utility facilities and the lateral and vertical clearances for bridges shall conform to accepted industry standards as well as applicable codes and regulations.

2. **Minimum vertical clearance.**
   In no event shall the vertical clearance be less than 18 feet above the roadway for non-paved roadways and 20 feet above the roadway for hard-surfaced roadways.

SECTION 10: Utility facility attachments to structures.

1. **Electrical power and communication cable attachments.**

   a. An electrical power or communication cable may be attached to an existing highway structure if the agency determines that the attachment is in the best interests of the public. The agency may accommodate an electrical power or communication cable attachment in its design for a new bridge if the agency determines that the accommodation is in the best interests of the public.

   b. The permit application shall include a detailed sketch showing the method of attachment and weights of attachment. A separate permit is required for each structure.

   c. All attachments shall be placed in conduits, pipes or trays; beneath the bridges floor; and above low steel or masonry of the bridge. Agency-approved clamps shall be used for any attachment to structural steel. Installation on any structure other than a highway bridge shall be reviewed on a case-by-case basis by the agency.

   d. Cables in cells or casings shall be grounded wherever necessary. Carrier pipe shall be suitably insulated from electrical power line attachments. Facilities shall be designed to withstand expected expansion or contraction forces. If necessary, expansion devices such as expansion joints, offsets or loops shall be used.

   e. All costs attributable to the installation of an attachment to a structure shall be paid by the utility owner unless the attachment is installed pursuant to a utility agreement.

   f. Welding or drilling holes in or attaching to structural steel primary members is prohibited.

   g. Utility facilities may be attached to noncritical concrete areas.

   h. Any modifications, including holes cut, shall not be made to any structure.

2. **Indemnity bond.**
   Where required, the utility owner shall provide an indemnity bond to be executed by either itself or by a responsible bonding company, at the agency's option.

   a. The indemnifier under the bond shall, in the event of damage resulting from any cause whatsoever arising out of or from permission to attach a facility, indemnify the agency against all loss or damage to it or any third party therefrom, including but not limited to the expense of repairing or replacing the structure and the cost of alternate highway facilities for traffic during the period when the structure is being repaired or replaced.

   b. The indemnity bond shall be kept in force for as long as the facility is attached to the structure. The agency may periodically review the amount of the bond and require adjustments in the bond amount.

3. **Pipeline attachments.**

a. Pipelines may be attached to highway structures when installation below ground is not feasible, the design of the structure can accommodate the attachment, and space is available.

b. The permit application shall include a detailed sketch showing the method of attachment and weights of attachment. A separate permit is required for each structure.

c. Pipes shall be placed beneath a bridge's floor, inside the outer girders or beams (or in cells specifically designed for the installation), and above low steel or masonry of the bridge. Installation on any structure other than a highway bridge shall be reviewed on a case by case basis by the agency.

d. Pipes shall be designed to withstand expected expansion or contraction forces. If necessary, expansion devices such as expansion joints, offsets or loops shall be used.

e. Pipelines in cells or casings shall be vented and grounded whenever necessary.

f. Pipelines that have an operating pressure of more than 75 pounds per square inch or that are larger than two inches in diameter shall have shutoffs not more than 300 feet from each end of the structure.

g. The agency shall consider casing requirements on an individual basis. In some instances, thicker-walled or extra-strength pipe may be considered in lieu of encasement. Encasement is required for plastic pipe attachments to structures.

h. All costs attributable to the installation of an attachment to a structure shall be paid by the utility owner unless the attachment is installed pursuant to a utility agreement.

i. Welding or drilling holes in or attaching to structural steel primary members is prohibited.

j. Utility facilities may be attached to noncritical concrete areas.

k. Any modifications, including holes cut, shall not be made to any structure.

l. The utility owner shall provide an indemnity bond to be executed by either itself or by a responsible bonding company, at the agency’s option.

1) The indemnifier under the bond shall, in the event of damage resulting from any cause whatsoever arising out of or from permission to attach a pipeline, indemnify the agency against all loss or damage to it or any third party therefrom, including but not limited to the expense of repairing or replacing the structure and the cost of alternate highway facilities for traffic during the period when the structure is being repaired or replaced.

2) The indemnity bond shall be kept in force for as long as the pipeline is attached to the structure. The agency may periodically review the amount of the bond and require adjustments in the bond amount.

4. **Attachment fee.**

   a. An attachment fee may be required by the agency.

   b. If required, the attachment fee is due before any construction work commences within the right-of-way.

   c. Utility facilities belonging to or exclusively serving a local agency may, if the agency considers it desirable, be attached to a highway bridge without assessment of an attachment fee.

5. **Engineering fee.**
   When a highway structure is in the planning stages and the agency designs the structure to accommodate a requested attachment, the agency may assess to the utility owner an engineering fee. The engineering fee shall reimburse the agency for the agency's increased costs of design, construction and inspection due to the attachment. The agency shall bill the fee to the utility owner when the agency's work is complete.

SECTION 11: Underground utility facilities.

Underground utility facilities shall be installed in accordance with federal and state laws, and according to agency regulations and in urban areas with the current SUDAS requirements.

1. **Depth requirements.**
   If using compaction methods of trenchless construction under pavements, in order to avoid heaving problems, one foot of cover for every inch diameter should be provided, if conditions allow.

2. **Measurement of cover.**
   The cover is measured from one of the following:

   a. On rural-type roadways, the lowest pavement surface.

   b. On urban-type roadways, the gutter flow line, excluding local depressions at inlets.

   c. Outside the pavement area, the surface of the surrounding ground.

3. **Casing.**
   A casing shall:

   a. Protect the highway from damage.

   b. Protect the carrier pipe from external loads or shock, either during or after construction of the highway.

   c. Convey leaking liquids or gases away from the area directly beneath the traveled way.

   d. Provide for repair, removal and replacement of the utility facility without interference to the highway.

   e. In urban areas, comply with Section 3020, Part 2 of SUDAS Specifications for materials requirements.

4. **Seals.**
   Casing pipe shall be sealed at both ends with manufactured synthetic rubber casing end seals or concrete, both meeting the requirements of SUDAS Section 3020, to prevent water or debris from entering the annular space between the casing and the carrier, in accordance with generally accepted industry standards.

5. **Transverse occupancy--encasement and related requirements.**

   a. Trenchless construction. Underground transverse crossings of existing paved roadways shall be made by trenchless construction whenever practical. Any exception to this requirement must be specifically authorized by the agency representative and noted in the permit.

b. Electrical service. Underground electrical service must be placed in a conduit from right-of-way line to right-of-way line and shall be clearly marked by the utility owner at the outer limits of the right-of-way.

c. Pipelines.

1) Except as set out in paragraph 2 below, a pipeline carrying natural gas at an operating pressure of greater than 60 pounds per square inch, liquid petroleum products, ammonia, chlorine or other hazardous or corrosive products shall be encased from right-of-way line to right-of-way line.

2) Encasement of a pipeline carrying a product listed in paragraph 1 above is not required if the pipeline meets all of the following requirements and the utility owner certifies as a part of the permit that these requirements are met:

- It is welded steel pipeline.
- It is cathodically protected.
- It is coated in accordance with accepted industry standards.
- It complies with federal, state and local requirements and meets accepted industry standards regarding wall thickness and operating stress levels.

3) A pipeline carrying a product listed in paragraph 1 above shall be vented and marked at the outer right-of-way limits. The markers shall comply with accepted industry standards and include the following information: name of the owner, telephone number to contact in case of an emergency, and type of product carried.

4) Encasement of a natural gas pipeline with an operating pressure that is 60 pounds per square inch or less is not required if the pipeline is made of copper, steel or plastic; the pipeline is protected and installed in accordance with accepted industry standards; and the utility owner certifies as a part of the permit that these standards are met. Otherwise, encasement is required. The agency may require encasement based upon operating diameter of carrier.

d. Communication cable. The agency may require encasement of communication cable.

e. Installations vulnerable to damage. Utility facilities that by reason of shallow depth or location are vulnerable to damage from highway construction or maintenance operations shall be protected with a casing, suitable bridging, concrete slabs or other appropriate measures.

f. Other installations. When it is acceptable to both the utility owner and the agency, an underground utility facility not otherwise addressed in this policy may be installed without protective casing if the installation involves trenched construction or small bores. Encasement requirements will be determined on an individual basis.

6. **Longitudinal occupancy--encasement.**

   a. As conditions dictate and as determined by the agency, utility lines installed longitudinally to the highway right-of-way shall be encased at crossings of hard-surfaced side roads, streets and entrances.

7. **Multiduct systems.**
   The agency may require installation of a multiduct system to be shared with others. Details of the installation are subject to agency approval.

   a. The agency shall designate a "lead company" for the system. The lead company is generally the first utility owner requesting occupancy. The lead company is responsible for:

      1) Design and construction of the multiduct system.

      2) Maintenance of the multiduct system.

      3) Providing all capital required to construct the multiduct system.

   b. Once a multiduct system has been established, the agency shall require future occupancies to be located within one of the unoccupied inner ducts of the system. If all inner ducts are occupied, the agency may require the establishment of an additional multiduct system.

   c. Each occupant of a multiduct system shall share in the entire capital costs of the facility. As each new occupant is added to an existing system, the agency shall require the new occupant to pay its proportionate share based on the number and size of inner ducts it occupies.

8. **Procedures for backfilling trenched construction and jacking or boring pits.**

   a. In urban areas, follow SUDAS Specifications Section 3010.

   b. When a carrier, pipe, conduit, or cable is placed by trenched construction, the backfill shall be placed and compacted so that there is no settlement or erosion. If settling or erosion of a trench is observed, it is the responsibility of the utility owner to correct the problem.

   c. Jacking or boring pits shall be backfilled in the same manner as that described above.

   d. Backfill under roadways or entrances shall be of a suitable material to minimize settlement. Examples of suitable material include granular backfill or flowable mortar.

9. **Procedures for trenchless construction.**

   a. In urban areas, follow SUDAS Specifications Section 3020.

   b. When trenchless construction techniques are used, the bore shall be as small as practical and in no case more than four inches larger than the facility or casing inserted.

   c. Grout backfill is required for all unused holes and abandoned pipes. Grout or sand backfill is required for any borehole more than two inches larger than the installed casing or other facility. All bored facilities shall be constructed in such a manner that surface water is not transported to or otherwise allowed access to groundwater.

   d. If using compaction methods of trenchless construction under pavements, to avoid heaving problems, provide one foot of cover for every inch of diameter, if conditions allow.

10. **Procedures for pavement removal.**

   a. In urban areas, follow SUDAS Specifications Section 7040.

   b. Existing pavement must be saw-cut to accommodate a utility installation.

   c. The width of the pavement removal shall be a minimum of six feet. If the distance from the specified cut to any adjacent longitudinal or transverse joint or crack is less than four feet, the pavement shall be removed to that joint or crack.

   d. The agency representative shall make the final determination on the required depth and width of cut.

11. **Procedures for pavement replacement.**

   a. In urban areas, follow SUDAS Specifications Section 7040.

   b. Restoration of pavement shall be accomplished in accordance with methods approved by the agency representative.

   c. The agency representative may authorize temporary repair with bituminous material.

   d. A permanent patch shall be placed as soon as conditions permit.

12. **Clear zone for pits.**

   a. A jacking or boring pit shall be located in an area beyond the clear zone or the highway foreslope, whichever area locates the pit a greater distance from the edge of the traveled way, right-of-way width permitting. However, a jacking or boring pit may be allowed within the foreslope if it is specifically authorized by the agency representative and noted in the permit.

b. Jacking or boring pits authorized within the clear zone shall be protected at all times. Protection may include backfilling of the pit, temporary barrier rail, reflective fence, or other measures. All measures must be approved by the agency representative.

c. On rural-type highways, jacking or boring pits are not allowed within the median.

d. On urban-type highways, jacking or boring pits should be located at least two feet back from the curb.

13. **Construction methods.**
Casing and pipeline installations shall be accomplished by dry boring, tunneling, jacking, trenching, directional drilling or other approved methods.

a. The use of water under pressure (jetting) or puddling to facilitate boring, pushing or jacking operations is not allowed.

b. However, a boring operation that requires the use of water only to lubricate the cutter and pipe is considered dry boring and is allowed.

14. **Encasement material.**
It is the responsibility of the utility owner to ensure that it complies with all applicable federal, state, local and franchise requirements and meets generally accepted industry standards in the selection of encasement materials.

SECTION 12: Maintenance and emergency work.

1. **Maintenance responsibilities.**
   The owner of a utility facility is responsible for its maintenance. The owner shall:

   a. Maintain the facility in a good state of repair in accordance with applicable federal, state and local statutes, ordinances and regulatory standards.

   b. Replace and stabilize all earth cover and vegetation where they have eroded over an underground utility facility when the erosion is due to or caused by the placement or existence of the facility.

   c. Give the agency's representative 48 hours prior notice of its intent to perform predictable routine maintenance within the right-of-way. Exception: Notice is not required if the predicable routine maintenance is for a service connection located beyond the clear zone of a highway.

2. **Utility emergency work.**
   Access to the worksite is permissible from roadways and ramps when an emergency exists.

   a. The utility owner shall take all necessary, appropriate and reasonable measures to protect the safety of the traveling public and cooperate fully with the law enforcement personnel and the agency in completing the emergency work.

   b. The utility owner shall notify the agency of the emergency as soon as practical, describing the steps being taken to protect the traveling public, the extent of the emergency, and the steps being taken to address the emergency.

   c. If the nature of the emergency is such that it interferes with the free movement of traffic, the utility owner shall immediately notify the law enforcement personnel having jurisdiction in the area and the agency.

   d. When an emergency occurs on the primary road system, the agency shall notify the Iowa Department of Transportation as soon as practical, describing the steps being taken to protect the traveling public and the steps being taken to address the emergency.

3. **Agency emergency work.**
   There will be times when the agency performs highway-related emergency work. Examples include but are not limited to stop sign replacement, handling hazardous material spills, and addressing natural disasters and acts of terrorism. If utility facilities are affected, the agency shall, as soon as practical, notify the utility owner of the emergency condition and what steps are necessary to protect the utility facility.

SECTION 13: Abandonment or removal of utility facilities.

1. **Notice to agency.**
   Within 90 days after the abandonment or removal of all or a portion of an existing utility facility that occupies the highway right-of-way, the utility owner shall submit a written notice of abandonment or removal to the agency. The notice shall include:

   a. Type of facility.

   b. Location of the utility facility by street name, route, county, section, township, range, milepost and highway stationing, where these references exist.

   c. Name of the original utility owner if different than the current owner.

   d. Original utility permit number and date of approval, if known.

I.M. 3.640
UTILITY ACCOMODATION

INSTRUCTIONAL MEMORANDUMS
To Local Public Agencies

To:	Counties and Cities	Date: February 11, 2014
From:	Office of Local Systems	I.M. No. 3.640
Subject:	Utility Accommodation and Coordination	

Contents: This Instructional Memorandum (I.M.) provides instructions for a Local Public Agency (LPA) to accommodate utilities located on non-primary highway rights-of-way and recommended procedures for coordinating with utilities located in or adjacent to such roadways that are affected by LPA transportation projects. This I.M. also includes the following attachments:

Attachment A – Utility Coordination Flowchart
Attachment B – Utility Coordination Checklist (Word)

Definitions

The terms used in this I.M. have the same meaning as defined in the Iowa Department of Transportation (Iowa DOT) Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System, unless specifically noted otherwise.

Primary Highways

As noted in the Contents section above, this I.M. is focused on utility accommodation and coordination for non-primary highways. Nevertheless, because LPAs are often involved with cooperative Primary highway projects, some guidance is included here. Cooperative projects are those where both the Iowa Iowa DOT and LPA are involved, financially or otherwise, in the development and / or construction of the project. For such projects, the LPA may be responsible for some or all of the utility coordination activities, if so designated in the project agreement. In such cases, the LPA shall follow the Iowa DOT's Policy for Accommodating and Adjustment of Utilities on the Primary Road System.

For additional assistance or questions related to Primary highway utility accommodation or coordination, contact the appropriate District Utility Coordinator or utility relocation staff, as listed on the Iowa DOT Utility Accommodation Coordination webpage.

Utility Accommodation

In accordance with 23 CFR 645 B, the Iowa DOT is required to develop and implement a policy for accommodating utilities located on all Federal-aid highway rights-of-way. Federal-aid highways include roadways of all classifications, except local roads and rural minor collectors, as designated on the Federal Functional Classification maps provided by the Iowa DOT.

In response to this Federal requirement, the Iowa DOT has developed, with input from local governments and utility companies, and with the approval of the Federal Highway Administration (FHWA), a Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System. This policy shall be followed for all projects located on non-primary Federal-aid highways. The Iowa DOT recommends LPAs use a similar policy and / or permitting procedures for other non-primary roadways under their jurisdiction.

Buy America Requirements

As amended by Section 1518 of the Moving Ahead for Progress in the 21st Century Act (MAP-21), 23 U.S.C. 313 requires the use of domestically produced iron and steel products in all contracts eligible for Federal-aid that are within the scope of the National Environmental Policy Act (NEPA) document, if at least one of those contracts uses Federal-aid. Therefore, Federal-aid eligible utility relocations that are caused by a Federal-aid project are subject to the Buy America requirements, even if no Federal-aid is actually used to reimburse the utility relocation costs. To determine if the utility relocation is eligible for Federal-aid, refer to I.M. 3.650, Federal-aid Participation in Utility Relocations.

In addition, utility work included as part of a highway construction contract let using the Iowa DOT Standard Specifications must also comply with Buy America because these provisions are included in these specifications, regardless of whether the relocation is Federal-aid eligible or not.

Buy America does not apply to manufactured products that are less than 90% iron or steel by weight.

For additional guidance concerning the Buy America requirements, refer to FHWA's Buy America Construction Program Guide.

For additional tools and information related to Buy America requirements, refer also to the Iowa DOT Office of Traffic and Safety's Buy America web site. This web site describes how the Iowa DOT will address these requirements on its projects involving utility relocations, but some of the information may be helpful for LPA projects too.

Utility Coordination

Introduction

To effectively coordinate utility adjustments, it is critical for LPAs to work with utilities affected by their transportation projects using a pro-active, cooperative approach. This approach should have as its foundation timely and frequent communication that provides reliable information regarding the nature and schedule of proposed transportation projects. Likewise, it is critical that utility companies respond by providing timely and accurate information concerning the anticipated impacts to their facilities. Utilities should also cooperate with LPAs to adjust their facilities when needed, preferably in advance of project construction if possible. If this is not possible, utilities should work in close coordination with the LPA and / or their contractors to adjust their facilities in a timely manner. In summary, both parties are responsible to ensure effective utility coordination throughout the development and construction of transportation projects.

Therefore, the Iowa DOT strongly recommends both LPAs and utilities implement the following procedures for utility coordination on all transportation projects that require utility adjustments. These procedures are presented in a recommended sequence, beginning with the project concept and continuing through construction. Refer to Attachment A, Utility Coordination Flowchart, for a graphical summary of these procedures. Refer also to Attachment B, Utility Coordination Checklist, (Word) which may be used to track and document completion of the major milestones in the utility coordination process.

When considering the utility coordination procedures outlined below, please note the following:

- These procedures are presented as "best practices" of utility coordination. They do not represent a legislative or regulatory requirement, except where indicated otherwise.
- These procedures are not intended to supersede the requirements of the LPA's existing utility accommodation policy and / or utility permit process.
- The timeframes included below are intended to serve as general guidelines. Because the circumstances of each project may vary significantly, it is not possible to specify timeframes that will fit every situation. Some projects may require significantly more time than what is suggested; others may require significantly less. When planning a project's schedule, the following items are especially important to consider:
    - Lead times for delivery of certain materials can greatly extend the time required to complete the utility adjustments. Examples include steel poles, fiber optic cable, high pressure pipelines, and certain types of conduits or manholes. Some of these materials may require up to 6 months lead time.
    - If replacement property or easements must be acquired for utilities, this should be factored into the project schedule.
- These procedures are not intended for use in emergency situations. Emergency work involving utilities also requires close coordination, but it may be neither possible nor prudent to follow all these procedures.
- These procedures rely heavily upon proper notice and communications. Both LPAs and utilities may want to consider the use of registered mail to ensure that notices or other critical communications have been received.
- If a utility fails to respond or participate, it does not affect the LPA's ability to proceed with the project. In such cases, the LPA should carefully document its efforts to contact the potentially affected utilities.

Project Concept

During this stage of project development, the LPA develops the general scope and type of work. For Federal-aid projects, the project concept shall be documented using the Concept Statement for Local Systems Federal-aid Projects (Form 517001), in accordance with I.M. 3.105, Concept Statement Instructions. For non-

Federal-aid projects, the project concept can be documented using a letter or e-mail. In either case, as a minimum, the project concept should include the following:

1. A general description of the proposed work.
2. The proposed project limits. If possible, the physical limits should be designated by a specific route or street name with approximate beginning and ending points. If several routes or alternatives will be considered, the LPA should identify a general corridor in which the project will likely be constructed.
3. A location map showing the proposed project limits or corridor.
4. If available, the proposed roadway or street typical section.

Initial Utility Research

During this stage of project development, the LPA should research available records to determine if any utilities may exist within the project limits or corridor, as defined by the project concept. Possible sources of information may include previously approved utility permits or agreements, field investigations or surveys, or the Design Request System provided by the Iowa One Call service.

The LPA should also prepare a preliminary list of utility contacts for the project. Contact information may be obtained using the Iowa One Call Design Request System, the Iowa DOT's Utility Company Contact Report, or from previous utility company contacts.

At this point, it is not necessary to determine if utilities will be affected. Utilities should indicate whether or not they are affected in response to the Initial Utility Notification or at the Utility Coordination Meeting.

Initial Utility Notification

All utilities that may be within the project limits or corridor should be notified as early as possible. As required by Iowa Code Section 318.9, utilities in the highway right-of-way that must be adjusted shall be provided a minimum of 90 days notice. However, in order to allow adequate time for the utility coordination activities outlined in this I.M., the LPA should send the Initial Utility Notification approximately 4 to 6 months prior to when utility adjustments need to begin.

After determining which utilities may be present, the LPA should notify those utilities in writing and request them to confirm if they have facilities in the project area. If so, the LPA should request utilities to provide available information regarding the location of their facilities. At a minimum, the LPA's written notice should include the following:

1. Date of the notice.
2. Project concept information (as described above).
3. LPA contact information (name, address, phone number, and e-mail of LPA or consultant staff person responsible for utility coordination).
4. Date the requested utility information should be provided (should allow at least 30 days from receipt of notification).
5. A request to confirm the name and contact information of the appropriate utility contact person for the proposed project.
6. If known, the anticipated project schedule (approximate letting date and / or beginning of construction) .
7. If scheduled, the date, time, and location of the Utility Coordination Meeting.

Utilities should acknowledge the Initial Utility Notification within 14 calendar days of receipt. Within 30 calendar days of receipt, utilities should respond by either confirming they do not have any facilities within the proposed project limits or by providing available information concerning their facilities. This information should include a general description of the type of facilities present and their location. The location may be indicated by providing utility system or plant maps, Geographic Information System (GIS) data, or other available data.

Utility Coordination Meeting

In accordance with Section 1 of House File 2651, 82nd General Assembly (Iowa Code Section 306.47), the LPA is required to meet with affected utilities during the design phase of the project. To comply with this requirement, the LPA shall invite all utilities within the project limits or corridor to at least one Utility Coordination Meeting. Additional meetings may be necessary, depending on the impacts to utilities and the complexity of the project. This meeting may be combined with other site visits and / or project design meetings, but adequate time must be allowed for discussion of utilities.

Notice of the Utility Coordination Meeting may be provided separately or in combination with the Initial Utility Notification. In either case, notice of the meeting should be provided at least 14 calendar days in advance. Use of certified mail is recommended. The notice should include the following:

1. The date, time, and location of the meeting.
2. The anticipated project schedule (approximate letting date and / or beginning of construction).

The Utility Coordination Meeting has several objectives:

- Provide an opportunity to confirm or establish the appropriate contact persons for both the LPA and the utility companies.
- Review the project concept.
- Review the proposed schedules of both the transportation project and possible utility adjustments; including anticipated lead times for delivery of materials.
- Communicate the goals and objectives of the project.
- Help identify the location of existing utility facilities.
- Clarify the status of utilities facilities (i.e., whether they are active; abandoned; or planned for removal, relocation, or abandonment in the near future).
- Discuss options that would limit the impact of the project construction on utility facilities.
- Provide an opportunity for the affected utilities to discuss and coordinate adjustments of their facilities with one another.
- Discuss Buy America requirements for utility work, if applicable.

In order to allow meaningful input from the utilities, the Utility Coordination Meeting should be held early in the design phase of the project. If held too late, it may be difficult to adjust the project plans without incurring additional costs and / or delays. Therefore, the Utility Coordination Meeting should be held approximately 3 to 5 months prior to when utility adjustments need to begin.

The Utility Coordination Meeting should be well documented, including an attendance list and a written summary of the issues discussed and / or decisions reached. After the meeting, the LPA should prepare and distribute the meeting notes to all attendees and retain a copy for their project file. Copies of the meeting notes should also be sent to all invited utilities that did not attend.

Preliminary Plan Submittal

For projects that will be let through the Iowa DOT, the preliminary plans shall be developed in accordance with I.M. 3.405, Preliminary Plans. If available, the information provided by the utilities should be used by the LPA's designer to minimize impacts to utility facilities, even for those utilities that are required to move at their own expense. This does not mean LPA designers should attempt to avoid utility facilities at all cost, but simply that designers should strive to minimize the overall cost of the project to the general public, taking into consideration the potential costs to both the LPA and the utilities.

Preliminary plans should be complete enough to allow utilities to determine possible impacts to their facilities and begin preparing their work plan, including design of any necessary facility adjustments. As a minimum, preliminary plans submitted to utilities should include the following information:

1. Title sheet, including a location map, type of work, project number, and other general project information.
2. Typical sections.
3. Horizontal and vertical geometry, such as plan and profile sheets, elevations, or grading plans.
4. Existing and proposed right-of-way and easements.
5. Cross sections.
6. If available, the locations of existing utility facilities.
7. Utility contact information.

The LPA should submit preliminary plans to all utilities within the project limits or corridor. The submittal should be accompanied by a cover letter that includes the following:

1. The anticipated project schedule (proposed letting date and / or beginning of construction).
2. A request that all affected utilities prepare a Utility Work Plan and submit it to the LPA for review.

Utility Work Plan

If its facilities need to be adjusted, the utility should prepare and submit a Utility Work Plan to the LPA within 30 calendar days after the receipt of the preliminary plans. If submittal within 30 days is not possible, the

utility should notify the LPA and provide an approximate date when the Utility Work Plan will be submitted. As a minimum, the Utility Work Plan should include the following information:

1. A narrative description of the work to be performed.
2. A drawing showing the existing and proposed locations of the utility facilities in relation to the transportation project improvements, including the existing and proposed rights-of-way.
3. If the proposed utility adjustments are dependent on another utility owner or require coordination with other entities.
4. If the proposed utility adjustments can be accomplished prior to beginning construction of the transportation project or if work must be coordinated with the transportation project contractor.
5. The estimated number of working days to complete the utility adjustments, including the anticipated lead time for delivery of materials.
6. If permits or approvals from other agencies are required to complete the utility adjustments, a list of such permits or approvals and the estimated date such approvals will be obtained.
7. If the utility adjustment is reimbursable, copies of documents that verify the utility has a property interest in its current location, and a detailed cost estimate for the utility adjustments (for more information see the "Utility Compensation" section below).

Note: If some or all of the above information is required as part of LPA's utility permit request or application form, and such a permit is required by the LPA, the permit request or application form, along with other information as appropriate, may be used to document the Utility Work Plan.

Within 14 calendar days of receipt, the LPA should review the Utility Work Plan and provide comments to the utility. If the LPA's review will require more than 14 days, the LPA should notify the utility and provide an approximate date when comments will be provided. The LPA should review each Utility Work Plan for compatibility with the following:

- The appropriate utility accommodation policy, if any.
- The project requirements, such as design or environmental restrictions.
- The project schedule.
- Other Utility Work Plans (if multiple utilities are involved).

If the Utility Work Plan is acceptable, the LPA should promptly notify the utility. If the Utility Work Plan is not acceptable, the utility should revise and resubmit its Utility Work Plan within 14 calendar days of receiving notice from the LPA.

Utility Compensation and Agreements

Utilities may or may not be entitled to receive compensation for the cost of adjusting their facilities, depending on the terms of the applicable utility accommodation policy and / or utility permit. Utilities located on existing rights-of-way for Primary highways and non-primary Federal-aid highways must adjust their facilities at their own expense. Typically, this is also true for utilities located in the rights-of-way of other roadways; however, the LPA should verify the terms of its policies and / or permits for such roadways.

If a utility is entitled to compensation, the LPA and utility should work together to draft an agreement. Most utilities have a standard form of agreement that may be used. A sample form of agreement used by the Iowa DOT is also available upon request. The agreement shall include the following as a minimum:

1. A description of the work to be performed by the utility.
2. A detailed cost estimate.
3. The method by which the work will be performed (e.g., utility forces, LPA forces, or by contract).
4. The method of compensation (e.g., actual cost, unit cost, lump sum, etc.).
5. Procedures for determining and applying credit for betterments and salvaged materials.
6. Buy America provisions, if applicable (see below).

A mutually acceptable compensation agreement should be executed before notice to proceed with utility adjustments is given to the utility. For all projects let through the Iowa DOT, a fully executed compensation agreement is required before a project may enter the letting process.

If Federal-aid reimbursement of the utility compensation costs will be sought, the LPA shall follow the procedures in I.M. 3.650, Federal-aid Participation in Utility Relocations, which include submitting a draft agreement to the Iowa DOT for review and FHWA authorization.

If the project requires utility work that is eligible for Federal participation, regardless of whether Federal funds are actually used or not, the agreement shall include provisions that require the utility to certify compliance

with the Buy America law at 23 U.S.C. 313 and its implementing regulations at 23 CFR 635.410. The agreement shall also require the utility to maintain records to support its certification(s). A sample agreement provision, where "COMPANY" is the utility and the "AGENCY" is the LPA, is provided below:

> "All portions of the project performed by the COMPANY shall be in compliance with the Buy America Requirements, as set forth in 23 CFR 635.410 and 23 USC 313, as amended by Section 1518 of P.L. 112-141. Before incorporating any iron or steel products into the work, the COMPANY shall provide the AGENCY with manufacturer's certifications indicating that all manufacturing processes for iron and steel, including the application of coatings, have occurred in the United States, unless granted a waiver pursuant to 23 CFR 635.410."

The Iowa DOT recommends the utility agreement require the utility company to use a step-certification process, whereby each corporate entity involved in the manufacturing process (from melting to fabrication) on transfer of the intermediate product, certify that its product complies with Buy America. This process produces a "chain of custody" documentation trail that can be used to verify compliance.

Regardless of the type of certification process used, the LPA shall retain the certifications provided by the utility as part of its Federal-aid project file.

Acquisition of Utility Property Rights

If acquisition of utility property interests are required by the transportation project, the LPA must secure the necessary property interests in the same way as other private property required for the project. Typically this occurs when the utility is located in its own easement or property outside the existing highway right-of-way.

In such cases, after the utility property interests have been acquired, the LPA should send the utility a Disclaimer of Interest for the affected utility properties. After execution by both the utility and the LPA, the LPA should file the Disclaimer of Interest with the appropriate County Recorder. To obtain an example Disclaimer of Interest form, contact the appropriate District Utility Coordinator (see "Contact Information" section below). The compensation agreement should also contain a provision requiring the utility to execute a Disclaimer of Interest, as described above.

If the utility elects to relocate to a new easement or property outside of the proposed highway right-of-way, the cost of such replacement property rights should be included in the compensation agreement. Either the LPA or the utility may be responsible for acquiring the replacement utility easement or property, as specified in the compensation agreement. If the LPA is responsible for obtaining a new easement, it should coordinate closely with the utility to ensure the necessary restrictions are included (e.g., limits on placement of trees or other landscaping items by the property owner).

Utility Permits

For any utility facilities that will be located within the highway right-of-way, the LPA should require the utility to obtain a permit. A permit review and approval process is important because it helps effectively manage and coordinate the use of the highway right-of-way by utilities. This is important for both new installations (i.e., facilities not currently located within the right-of-way) and adjustments of existing utility facilities (i.e., facilities already located within the right-of-way).

In either case, the LPA should be careful to review permit applications for potential conflicts with upcoming highway projects. As a minimum, this should include all projects that are currently programmed, and any others not programmed but anticipated within the foreseeable future. If a permit request may be affected by an upcoming transportation project, the LPA should consider delaying issuance of the utility permit until the transportation project design has been finalized. This reduces the possibility that new utility installations or utility relocations will be affected by the proposed transportation project.

The level of review performed by the LPA will depend on the stage of development of the proposed project(s). If a project is still in the planning or conceptual stage, the exact type and limits of construction are not known; therefore, the reviewer may only be able to check for obvious conflicts with the proposed highway improvements. If the proposed project is in the preliminary or final design stage, a more detailed review can be performed. The following items, as applicable, should be reviewed for utility permit requests:

1. Compliance with the appropriate utility accommodation policy.
2. Check locations of proposed utility facilities with respect to the proposed highway improvements including slope intercept lines, fill heights, driveways, culvert or sewer installations, bridge locations,

construction staging, and areas for storage of materials and / or equipment. Any conflicts should be resolved before granting a permit.

3. Determine if above-ground installations will conflict with the recommended clear zone. If so, the facilities should be redesigned to be located outside the recommended clear zone if possible. For additional guidance, refer to I.M. 3.215, Clear Zone Guidelines.
4. Determine if above-ground installations may conflict with aerial clearances required for construction cranes. If so, they should be redesigned to allow adequate room for construction operations.
5. Determine if above-ground installations will interfere with the desirable sight distance. If so, they should be redesigned to eliminate or minimize sight distance restrictions.
6. If the utility's plan includes proposed future expansion of utility facilities, check the proposed future expansions for possible conflicts.
7. Determine if the utility's plan contains appropriate erosion control measures.

Upon receipt of a utility permit request, the LPA should review and provide a response within 14 calendar days. If acceptable, the LPA should document the permit approval by signing the permit application form, or if a form is not used, by sending a letter of approval to the utility. If the request is not acceptable, the LPA should explain the reasons why. The utility should then revise their permit request as needed and resubmit.

Final Plan Submittal

For projects that will be let through the Iowa DOT, the final plans shall be developed in accordance with I.M. 3.505, Check and Final Plans. For locally let projects, the final plans shall include all of the information normally included in the bid documents for local lettings. In either case, the plans should also include the contact information for all utilities with facilities located on the project.

In addition, if some or all of the utility adjustments will occur during construction of the transportation project, the final plans should explain the type of coordination that will be required. This information may be included on the plans and / or as an attachment to the bid documents. At a minimum, this information should include:

1. The names of affected utilities.
2. The type and size of the affected facilities.
3. The approximate location of utility facilities and any known utility conflicts.
4. A summary of the work to be completed by the utilities, as specified in their approved Utility Work Plans.

When final plans are complete, the LPA should send a copy to all utilities with facilities within the project limits. The LPA's final plan submittal should be accompanied by a cover letter that includes the following:

1. The anticipated project schedule (proposed letting date, anticipated beginning of construction, and contract period, if known).
2. If scheduled, the time, date, and location of the pre-construction meeting.

If significant changes to the type or location of the transportation improvements have been made since the preliminary plan submittal, these should be identified. If easily described, this information can be included in the cover letter. If the changes are more complex, the plans should be marked-up to indicate the changes using highlighter, clouding, or other visible means.

Work Plan Revisions

If changes to the plans require changes to a previously submitted or approved Utility Work Plan, the utility should notify the LPA and submit a revised Utility Work Plan for review and approval within 14 calendar days of receipt of the final plans. Within 14 calendar days of receipt from the utility, the LPA should review the revised work plan and provide comments or notification of approval.

If the utility has already completed adjustments to its facilities after receipt of notice to proceed from the LPA, and the changes to the final plans will require the facilities to be adjusted again, the utility should be entitled to compensation for the costs of such adjustments.

Notice to Proceed

After the Utility Work Plan has been approved, and after the compensation agreements and utility permits have been approved, as applicable, the LPA should provide written notice to proceed to each affected utility. Such notice should be provided at least 14 calendar days prior to when the utility adjustments must begin.

Please Note: For Federal-aid projects, Environmental Concurrence and, if Federal reimbursement is desired, FHWA Authorization of utility costs, must be obtained prior to beginning construction of any utility adjustments. For more information, refer to I.M. 3.650, Federal-aid Participation in Utility Relocations.

Pre-Construction Meeting

The LPA should invite all affected utilities to the pre-construction meeting. Notice of this meeting should be provided at least 14 calendar days in advance. The pre-construction meeting provides an excellent opportunity to coordinate any utility adjustments that will be concurrent with the transportation project construction. At a minimum, the following items should be discussed at the pre-construction meeting:

1. Updates to either LPA or utility contact information (changes may have occurred since the plans were developed)
2. If the necessary utility adjustments are not complete, the current status and the proposed schedule for completion.
3. Whether or not any utility adjustments are dependent on transportation project construction, or vice-versa.
4. Whether or not any utility adjustments may impact environmentally sensitive areas, and if so, the project constraints for working in or around those areas.
5. Installation and maintenance of erosion control measures for utility adjustment work.
6. Buy America provisions and certification procedures, if applicable.

The pre-construction meeting should be well documented, including an attendance list and a written summary of the issues discussed and / or decisions reached. After the meeting, the LPA should prepare and distribute the meeting notes to all attendees and retain a copy for their project file. Copies of the meeting notes should also be sent to all invited utilities that did not attend.

Construction

If utility adjustments will be concurrent with construction of the transportation project, close coordination between the LPA, the utilities, and the contractor will be required. The LPA should invite utility representatives to regularly scheduled construction progress meetings as appropriate. Maintaining close communication during this phase of the project is essential in order to avoid delays and added expense for all parties involved.

If the utility's work is dependent upon the contractor's work, the contractor should provide at least 48 hours notice to the utility before beginning and after completing its work. Likewise, if the contractor's work is dependent upon utility relocations, the utility should provide at least 48 hours notice to the contractor and the LPA before beginning and after completing its work. If the contractor has fulfilled its utility coordination obligations in accordance with the contract documents, but is not able to work on the controlling item of work because of delays caused by a utility, the contractor should not be charged working days.

If unexpected utility conflicts arise during construction, the LPA, utility, and the contractor should work together to obtain a mutually agreeable solution.

If Buy America applies to a utility relocation, the LPA shall obtain certifications from the utility prior to incorporating iron or steel products into the work and retain these records in its Federal-aid project file for which the utility relocation was eligible. These records shall be retained for at least 3 years after FHWA approval of the final amendment / modification document for the project, as described in Section 9.3 of the Federal-aid Project Development Guide.

For utility relocations related to a Federal-aid project, the Iowa DOT will review these records during field inspections and as part of the project close-out process.

Utility Coordination Schedule

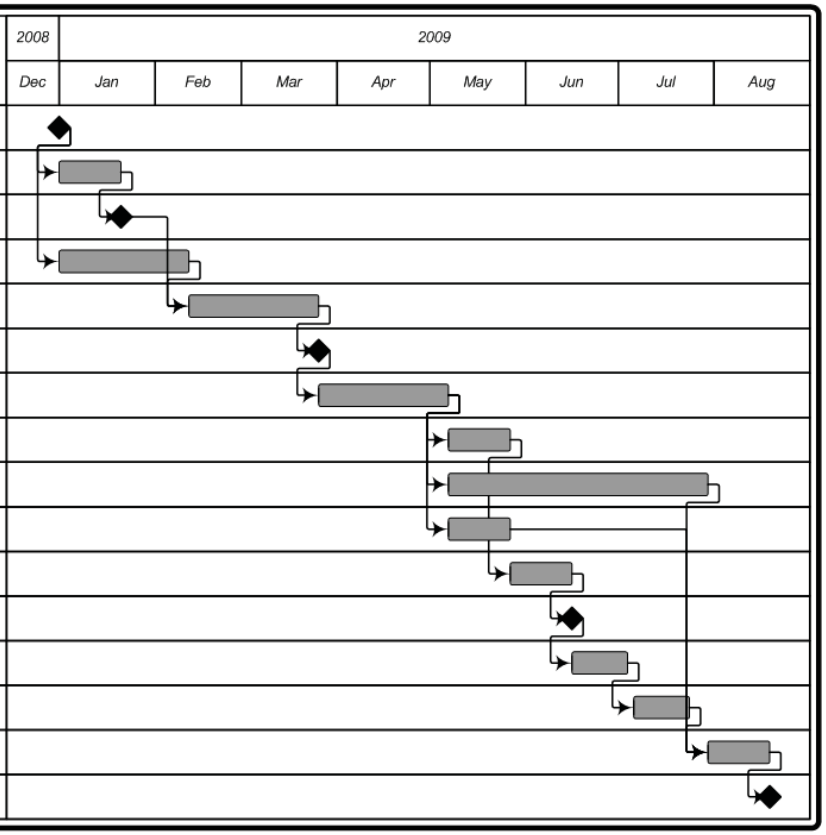
The schedule shown below is intended to illustrate the relationship between the utility coordination activities outlined in this I.M. and indicate the approximate lead time required for adequate utility coordination on most LPA transportation projects. The recommended time frames included in the preceding text are based on the schedule shown below.

Please Note: This schedule is presented as a general guide and should only be used as a starting point for setting a project-specific utility coordination schedule. Substantially more or less time may be required,

depending on the complexity of the project, the number of utilities affected, and other project development requirements, especially for Federal-aid projects.

Utility Coordination Schedule

ID	Task Name	Duration
1	LPA Provides Initial Utility Notification	0d
2	LPA Provides Notice of Utility Coordination Meeting (UCM)	14d
3	LPA and Utilities conduct UCM	0d
4	Utility Provides Location Information	30d
5	LPA Prepares Preliminary Plans	30d
6	LPA Submits Preliminary Plans and Requests Work Plan	0d
7	Utility Prepares and Submits Work Plan	30d
8	Work Plan Review and Approval Process	14d
9	Compensation Agreement Review and Approval Process (if needed)	60d
10	Permit Review and Approval Process (if needed)	14d
11	LPA Finishes Final Plans	14d
12	LPA Submits Final Plans	0d
13	Utility Prepares and Submits Revised Work Plan (if needed)	14d
14	LPA Reviews and Approves Revised Work Plan (if needed)	14d
15	LPA Provides Notice to Proceed	14d
16	Utility Begins Work*	0d



* Depending on the lead times required for certain material deliveries, the utility may not be able to begin work within 14 days of notice to proceed. LPAs and utilities should discuss the impact of lead times early in the project development process and adjust the project schedule as needed.

Additional Resources

Reference Information

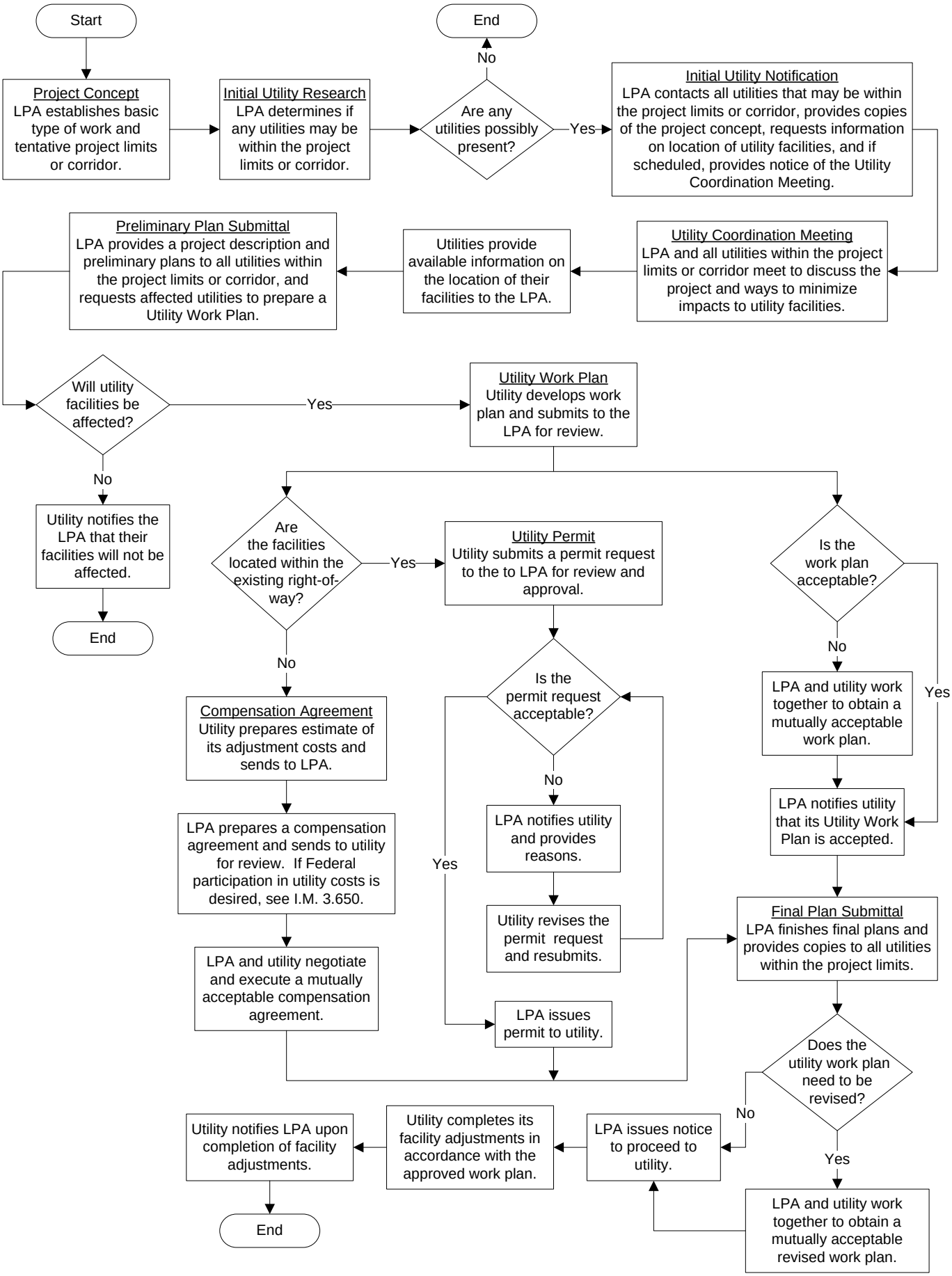
- Policy for Accommodating and Adjustment of Utilities on the Primary Road System (for Primary highways only)
- Iowa Guide to Utility Coordination (for Primary highways only)
- Iowa One Call website
- Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System
- Program Guide – Utility Relocation and Accommodation on Federal-aid Projects (provides guidance and interpretation of applicable Federal laws and regulations)

Contact Information

- Utility accommodation and coordination (includes the Iowa DOT central complex staff. Select the "Coordination" tab to view the Iowa DOT District Utility Coordinators)
- Utility Company Contact Report (Iowa DOT database of utility contact information)

Utility Coordination Flowchart

For Non-primary Highway Transportation Projects



Utility Coordination Checklist

LPA Name: _____ Project Number: _____

Project Description: _____

The following checklist summarizes the tasks a Local Public Agency (LPA) should complete in the utility coordination process, as outlined in this I.M. This checklist may also be used to track and document the utility coordination process.

☐ **Initial Utility Research** - Based on the project concept, determine if any utility facilities may be present within the proposed project limits or corridor. Obtain contact information for all utilities identified.

Date completed: _____

Initial list of utilities identified:

☐ **Initial Utility Notification** - Send written notice and project concept to all potentially affected utilities within the project limits or corridor, request utilities to verify if they have facilities within the project limits or corridor, and if so, request information on the location of their facilities.

Date sent: _____

List of utilities notified:

☐ **Invite Utilities to Utility Coordination Meeting** - Send an invitation to all utilities within the project limits or corridor (may be done in conjunction with the Initial Utility Notification).

Date sent: _____

List of utilities that were invited:

☐ **Utility Coordination Meeting -** Conduct at least one Utility Coordination Meeting during the design phase of the project. If more than one meeting was held, record those in the space below also.

Date held: _____ Location: _____

List of utilities that attended:

Date meeting notes were distributed:

☐ **Incorporate Utility Information** - Use utility information received to show approximate locations of utilities on the preliminary plans. Field locate above-ground utility facilities. If practical, revise the design to minimize impacts to utility facilities.

Date completed: _____

Information was received from the following utilities:

☐ **Preliminary Plan Submittal** - Submit preliminary plans to all utilities within the project limits or corridor and request a Utility Work Plan from those utilities that need to adjust their facilities.

Date sent: _____

List of utilities that received plans:

☐ **Utility Work Plans** - Review and provide comments on Utility Work Plan. Once acceptable, provide written approval to utility.

Utility Name:	Date Received:	Date Comments Provided:	Date Approved:

☐ **Follow-up with Non-responsive Utilities** - Contact those utilities that either did not provide a Work Plan or confirm their facilities will not be affected.

List of utilities, date contacted, and status:

☐ **Compensation Agreement -** If a utility is entitled to compensation, prepare a draft compensation agreement, send for review, negotiate compensation and other terms of agreement, and execute final agreement.

Utility Name:	Date Sent:	Date Comments Received:	Date Executed:

Please Note: If Federal reimbursement of utility compensation costs will be requested, additional review and approval of agreement(s) are required by the Iowa DOT. For more information, see I.M. 3.650, Federal-aid Participation in Utility Relocations.

☐ **Utility Permits** - For utility adjustments within the right-of-way, review, provide comments, and approve utility permits for affected utilities.

Utility Name:	Date Permit Request Received:	Date Comments Returned:	Date of Permit Approval:

☐ **Final Plan Submittal** - Send final plans to all affected utilities within the project limits.

Date sent: _____

List of utilities that received plans:

☐ **Utility Work Plan Revisions** - If required by changes between preliminary plans and final plans, review, provide comments, and approve revised Utility Work Plans as needed.

Utility Name:	Date Received:	Date Comments Provided:	Date Approved:

☐ **Issue Notice to Proceed** - After the Work Plan and compensation agreement or utility permit (as applicable) have been approved, send written notice to proceed to each affected utility.

List of utilities and date of notice for each:

Please Note: For Federal-aid projects, Environmental Concurrence and, if Federal reimbursement is desired, FHWA Authorization of utility costs, must be obtained prior to beginning construction of any utility adjustments. For more information, refer to I.M. 3.650, Federal-aid Participation in Utility Relocations.

☐ **Invite Utilities to Pre-construction Meeting** - Send an invitation to all utilities within the project limits or corridor (may be done in conjunction with final plan submittal).

Date sent: _____

List of utilities that were invited:

☐ **Pre-Construction Meeting** - Include discussion of utility coordination required during construction, if any, as part of the meeting.

Date held: _____

List of utilities that attended:

☐ **Disclaimers of Interest -** Follow up on any disclaimers of interest that are required from utilities whose property interests have been acquired. Record documents with the County Recorder.

Utility Name:	Date Contacted:	Disclaimer of Interest Fully Executed:	Date Filed:

DISTRICT MATERIALS CONTACTS

DISTRICT 1 MATERIALS PERSONNEL 1/5/2015

Name	Job Responsibility	Work Phone	Cell Phone
Vacant	Materials Engineer		
Cheryl Barton	Materials Lead Technician	515-239-1756	515-290-6817
Jeffry Brinkman	Iowa Falls, Prestress/N. Aggr. Area Inspection	641-648-4165	515-290-1375
Brian Burr	PCC Paving/Structures	515-239-1028	515-290-6904
Jeff DeVries	Acting District Materials Engineer	515-239-1926	515-681-8233
Rita Eichhorst	W. Aggr. Area Inspector/Lab	515-233-7854	515-370-0865
Chad Johnson	Profilograph/Story Co. Aggr. Inspector	515-239-1286	515-250-3373
Steve Kennedy	District Lab	515-233-7718	
Rex Kinkade	Ames Lab Chief/HMA Tech	515-239-1042	515-290-6975
Dan Miner	M'twn, Precast/E. Aggr. Area Inspection	515-986-5478	515-370-1359
Vicky Rink	Grimes Lab Chief/Polk Co. Aggr. Inspector/Des Moines, Precast/Misc. Technician	515-986-5473	515-250-2851
Des Moines RCE	Residency 12	515-261-9500	
Jefferson RCE	Residency 13	515-386-8166	
Marshalltown RCE	Residency 15	641-752-4659	
District 1 Materials **Office** Fax Number		515-239-1943	
District 1 Materials **Lab** Fax Number		515-239-1406	
Grimes Lab Fax Number		515-986-0727	
District Office Fax Number		515-239-1472	
DMACC, Boone - Kelli		515-433-5232	

DISTRICT 2 MATERIALS OFFICE

NAME	AREAS OF RESPONSIBILITY	LOCATION	WORK PHONE	CELL PHONE	FAX NUMBER	Summer Work Hours	Email Address
Keith Norris	Materials Engineer	Mason City	641-423-7676	641-425-2229	641-424-2203	7:45 - 4:30	keith.norris@dot.iowa.gov
Vacant	Secretary / TTCP Administration	Mason City	641-423-7676		641-424-2203	7:30 - 4:30	
Kelli Arnburg	Lead Technician / Assistant to Engineer	Mason City	641-423-7676	641-430-2096	641-424-2203	8:00 - 4:30	kelli.arnburg@dot.iowa.gov
Dale Harris	District Lab Chief	Mason City	641-423-7676		641-424-2203	7:30 - 4:00	dale.harris@dot.iowa.gov
Scott Boyle	Assistant to Lab Chief / Profilometer	Mason City	641-423-7676		641-424-2203	7:30 - 4:00	scott.boyle@dot.iowa.gov
Jon Kleven	Field HMA Technician	Mason City	641-423-7676	641-430-2097	641-424-2203	7:15 - 3:45	jon.kleven@dot.iowa.gov
Dane Bjugan	Field PCC Technician	Mason City	641-423-7676	641-430-2098	641-424-2203	7:15 - 3:45	dane.bjugan@dot.iowa.gov
Nancy Paulson	Fabrication / Precast / Structural Steel / Audits	Mason City	641-423-7676	641-430-2184	641-424-2203	8:00 - 5:00	nancy.paulson@dot.iowa.gov
Gene Welter	Waterloo Materials Area Inspector	Waterloo	319-233-4689	319-231-2297	319-232-5234	7:00 - 3:30	eugene.welter@dot.iowa.gov
Jason Ryan	Decorah Materials Area Inspector	Decorah	563-382-3633	563-380-5167	563-382-6264	7:00 - 3:30	jason.ryan@dot.iowa.gov
Steve Mariner	Mason City Materials Area Inspector	Mason City	641-423-7676	641-430-2329	641-424-2203	7:15 - 3:45	steven.mariner@dot.iowa.gov
	Clarion Lab	Clarion	515-532-2097	641-430-2329	515-532-2097	7:15 - 3:45	steven.mariner@dot.iowa.gov

AREA INSPECTOR	COUNTIES
Steve Mariner	Cerro Gordo, Hancock, Humboldt, Kossuth, Winnebago, Worth and Wright County
Gene Welter	Black Hawk, Bremer, Butler, South of US 18 & IA 24 in Chickasaw, Floyd and Franklin County
Jason Ryan	Allamakee, North of US 18 & IA 24 in Chickasaw, Clayton, Fayette, Howard, Mitchell, and Winneshiek County

1/5/2015

DISTRICT 3 MATERIALS OFFICE

4621 Hwy-75 North
Sioux City, IA 51108
712-239-4713
Fax 712-239-4970

NAME	JOB RESPONSIBILITY	WORK PHONE	CELL PHONE
Materials Office	**Main Office Number**	**712-239-4713**	
Bill Dotzler	Materials Engineer	712-202-0806	712-261-0731
Alex Crosgrove	Assistant to Materials Engineer	712-202-0809	712-539-1318
Tim Grell	HTS / Area Inspector	712-202-0805	712-539-1742
Trudy Schroeder	Fab 1 / Area Inspector	712-732-1988	712-261-0332
Tom Dibble	HMA Paving Tech	712-202-0804	712-539-1312
Baron Hannah	PCC Paving Tech	712-202-0816	712-539-1314
Kie Ahrens	District Lab Chief	712-202-0813	712-539-1317
Randy Beaver	Highway Tech Senior	712-202-0814	
Kirk Montange	Highway Tech Senior	712-202-0801	712-539-1724
Tony Willman	Steel Inspector/Profilometer	712-202-0815	712-539-1315

Area Materials Coordinator County Assignments

Name: Tim Grell Counties: Lyon,Sioux,Plymouth, Woodbury,Monona
NE Nebraska,SE South Dakota, Southern Minnesota

Name: Trudy Schroeder Counties: Osceola,Dickinson,Emmet,O'Brien,Cherokee,Buena Vista,Pocahontas
Clay,Ida,Sac,Calhoun,Palo Alto, Crawford & Carroll
Southern Minnesota

05/15/2014

DISTRICT 4 MATERIALS OFFICE

Name	Job Responsibility	Work Phone	Cell Phone
Dan Redmond	Materials Engineer	712-243-7629	712-250-0480
Vacant	Asst. to the Engineer	712-243-7649	712-250-0324
Mike Magers	District Lab	712-243-7651	
James Murray	PCC Technician	712-243-7650	712-250-0332
Frank Reyna	Assurance Technician	712-243-7655	712-250-0336
Marcia Buthmann	HMA Technician	712-243-7653	712-250-0329
Bill Ihnen	Auditor/Assurance	712-243-7630	
Fred Schmidt	Area Inspector/Prestress/Co. Bluffs Area	712-366-0408	712-250-0338
Steve Forbes	Area Inspector/Prestress/Co. Bluffs Area	712-366-0408	712-250-0347
Roy Guyer	Area Inspector	712-243-7654	712-250-0220

Area Inspection

Fred Schmidt:
Steve Forbes: Harrison, Pottawattamie, Mills, Page & Fremont Counties, Nebraska and Kansas

Roy Guyer: Shelby, Audubon, Guthrie, Dallas, Cass, Adair, Madison, Montgomery, Adams, Union, Taylor, Ringgold, Page, Pottawattamie Counties and Missouri

Fabrication Inspection

Fred Schmidt:
Steve Forbes: Woener Wire Works, American Fence, Valmont, Coreslab Structures, American Concrete Products, Cretex, and Oden Enterprises

Bill Ihnen: Contech, Metal Culverts, and J&J Drainage Products

District 4 Materials Fax Number 712-243-5302
Council Bluffs Lab Fax Number 712-366-0408

DISTRICT 5 MATERIALS OFFICE

Phone: 641-472-3103
Fax: 641-469-3427

Name	Job Responsibility	Work Phone	Cell Phone
Jim Webb	Materials Engineer	641-469-4045	641-919-8551
Clint Ammenhauser	Area Materials Coordinator, Chariton	641-472-3103	641-344-9810
Cathy Aplara	Administration/Auditing Techncian/PCC Assistant	641-469-4034	641-919-2241
Helen Bailey	Area Materials Coordinator, West Burlington	319-752-0561	319-759-5408
Ellen Davidson	Secretary/Training Coordinator	641-472-3103	
Garry Dickey	PCC Technician/Assurance	641-469-4032	641-919-2248
Shane Fetters	Lab Chief	641-469-4044	641-919-2256
Scott Gettings	HMA Technician/Assurance	641-469-4042	641-919-2251
Joe Hovey	HMA Lab Assistant/PCC Assistant (Apr-Nov)	641-469-4035	641-919-2253
Jon Mason	Special Investigations/Profilometer	641-469-4043	641-919-2254
Lynn Reese	Assistant to Materials Engineer	641-469-4036	641-919-2257
Derek Sellars	Area Materials Coordinator, Oskaloosa	641-673-5109	641-660-3578

Area Materials Coordinator County Assignments

Helen Bailey: Des Monies, Henry, Lee, Louisa, Illinois, NE Missouri
Derek Sellars: Keokuk, Mahaska, Marion, Monroe, Wapello, Washington
Lynn Reese: Davis, Jefferson, Van Buren
Clint Ammenhauser: Appanoose, Clarke, Decatur, Lucas, Warren, Wayne, N Missouri

rev. 12/14

DISTRICT 6 MATERIALS OFFICE

5455 Kirkwood Blvd. SW, Cedar Rapids, IA 52404
Phone: 319-366-0446 Lab 319-366-1614
Fax: 319-730-1565

Name	Job Responsibility	Work Phone	Direct Line	Cell Phone
Roger Boulet	Materials Engineer	319-366-0446	730-1551	319-350-2470
Terry Dunlay	Transportation Engineer	319-366-0446	730-1554	319-560-2225
Mary Godwin	Asst. to Engineer	563-391-5230		563-349-0968
Mardel Huebner	Materials Fabricator I	563-391-5230		563-349-2359
Hayder Salehoglu	ACC Lab Chief	319-366-1614	730-1515	319-560-3846
Kathy Miller	PCC Technician	319-366-0446	730-1556	319-560-3877
Mark Dutra	ACC Technician	319-366-0446	730-1553	319-560-2783
Shane Garrity	Area Inspector	563-875-2659		563-920-5284
Dave Staab	Auditor/Certification Program	319-366-0446	730-1557	
Kirby Salisbury	Area Inspector	319-366-0446	730-1519	319-560-3889
Joe Burns	Assurance/Nuclear	319-366-0446	730-1555	319-330-5668
Lynn Gemmer	Secretary	319-366-0446	730-1550	
Jay Schrock	Transportation Worker/Area Inspector	319-366-0446		319-560-4428

Shane Garitty: Dubuque, Jones, Buchanan, Delaware, Jackson
Mary Godwin/ Mardel Huebner: Scott, Cedar, Clinton
Kirby Salisbury: Linn, Benton, Iowa
Jay Schrock: Johnson, Iowa

I.M. 3.910
FINAL REVIEW

INSTRUCTIONAL MEMORANDUMS
To Local Public Agencies

To:	Counties and Cities	Date: December 19, 2014
From:	Office of Local Systems	I.M. No. 3.910
Subject:	Final Review, Audit, and Close-out Procedures for Federal-aid Projects	

Contents: This Instructional Memorandum (I.M.) provides guidelines and procedures for closing-out Local Public Agency (LPA) Federal-aid projects, including field inspections, pre-audits, final audits or reviews, final Federal reimbursement, and records retention. This I.M. includes the following attachments:

Attachment A – Project Close-out Process Overview Flowchart. This attachment illustrates the entire project close-out process. It also directs the reader to the appropriate flow chart for the final review, audit, and payment of construction work, depending on the type of project.

Attachment B – Final Review and Audit Process Flowchart – Highway or Bridge Construction. This attachment illustrates the final review, audit, and payment process for traditional highway and bridge construction contracts that are let by the Iowa DOT and use the Iowa DOT Standard Specifications.

Attachment C – Final Review and Audit Process Flowchart – Non-highway Construction, DOT Specifications. This attachment illustrates the final review, audit, and payment process for non-highway type construction contracts that use the Iowa DOT Standard Specifications. These may be let at the Iowa DOT or locally*. They may include trails or landscaping / scenic improvement projects, such as those funded by the Transportation Enhancement, Federal Recreational Trails, Scenic Byways, and Safe Routes To School programs.

Attachment D – Final Review and Audit Process Flowchart – Non-highway Construction, Non-DOT Specifications. This attachment illustrates the final review, audit, and payment process for non-highway construction contracts that do not use the Iowa DOT Specifications. These may be let at the Iowa DOT or locally*. In addition to the kinds of projects listed for Attachment C above, these may include building restoration or renovation projects.

*For more information on the types of contracts that may be let locally, refer to I.M. 3.720, Local Lettings – Federal-aid.

Attachment E – Pre-audit Checklist (Word). This attachment includes a checklist and instructions to guide the LPA's Project Engineer through the pre-audit process and prepare for a final audit. This checklist will also be used by the Iowa DOT staff when performing the final construction contract audit.

Attachment F – Final Forms Packet Checklist (Word). This attachment includes a checklist and instructions that describe the necessary forms and documents that should accompany the Project Engineer's request for approval of final payment to the Contractor.

Introduction

The primary objective of this I.M. is to document the process for closing-out Federal aid projects and set expectations, for both LPA and Iowa DOT staff, concerning the amount of time required to complete this process. Timely completion of the close-out process is very important because of Federal and State laws or regulations that pertain to prompt payment to contractors and subcontractors. The flowcharts included as Attachments A, B, C, and D of this I.M. provide an estimate of the *minimum* amount of time required to complete each step. However, depending on the circumstances of each project, more time may be required.

Another important objective of this I.M. is to outline the documentation necessary to ensure that the project was constructed in accordance with the approved plans and specifications. In order to effectively carry-out its responsibilities to oversee the use of Federal funds, the Iowa DOT reviews some of this documentation. If such documentation is lacking, the Iowa DOT has the responsibility and the authority to deny Federal participation in some or all of the project costs.

Besides reviewing the construction documentation, the Iowa DOT is also responsible to ensure that the LPA is adequately staffed and equipped to undertake a Federal-aid project. If the Iowa DOT's reviews of an LPA's

projects during the close-out process consistently indicate that the LPA is not adequately staffed or equipped, the Iowa DOT has the responsibility and the authority to withhold letting of future Federal-aid projects until the LPA makes the necessary corrections.

The best way to make the project close-out process run smoothly and quickly is to ensure that proper documentation and records are kept during construction. Some of the documentation reviewed during the close-out process is discussed in I.M. 3.805, Construction Inspection. Therefore, the information contained in I.M. 3.805 should be thoroughly reviewed before beginning either construction or the project close-out process.

Besides I.M. 3.805, the Iowa DOT's Construction Manual should also be consulted as a resource for construction inspection and close-out procedures. The current version of the Construction Manual is available on-line as part of the Iowa DOT's Electronic Reference Library. In many places throughout this I.M., references to the Construction Manual are provided for additional explanation or information.

> Note: LPA and consultant staff should be aware that the Construction Manual is written primarily for use by Iowa DOT staff. Therefore, the terminology it uses reflects the Iowa DOT's organizational structure. For example, references in the Construction Manual to the Resident Construction Engineer (RCE) should be interpreted as referring to the LPA's Project Engineer. Likewise, references to the District Construction Engineer (DCE) correspond to the District Local Systems Engineer (DLSE), or in the case of projects administered by the Office of Systems Planning, the appropriate Grant Program Manager or their designee. In addition, the LPA should also recognize that some of the procedures described in the Construction Manual are internal to the Iowa DOT and therefore may not be applicable for LPA administered projects. If you have any questions concerning the applicability of procedures in the Construction Manual, contact the Administering Office for assistance.

While not detailed extensively in this I.M., timely completion and review of other non-construction contracts that have Federal-aid participation, such as consultant, railroad, or utility relocation contracts, are also very important to the project close-out process. When such Federal-aid participating work is complete, the LPA should forward a request for final reimbursement for that work to the Iowa DOT as soon as possible. This enables the final review or audit process for such contracts to begin prior to completion of the construction contract, when possible. Sometimes the final reviews or audits of consultant, railroad, or utility work can take a significant amount of time, and therefore have potential to delay close-out of the project as a whole. For more information regarding these procedures, refer to I.M. 3.305, Federal-aid Participation in Consultant Costs; I.M. 3.650, Federal-aid Participation in Utility Costs; and I.M. 3.680, Federal-aid Projects Involving Railroads.

The attachments referenced above provide an outline of the entire process for closing-out a Federal-aid project. The remainder of this I.M. provides additional explanation for each major part of this process. These parts include the following:

Completion of Field Work

The project field work is considered complete when all the Contractor's items of physical work have been completed. In other words, unless some of the work is found to be defective, the Contractor will not need to come back to the project site.

Completion of field work requires some, but not all of the paperwork that will eventually be required from the Contractor. Before accepting the field work as complete, the Project Engineer should obtain the following from the Contractor, as applicable: survey books, the Contractor's Daily Traffic Control Diary, Abandoned Water Well Plugging Record (DNR Form 542-1226), corrected profilometer reports, and plant reports. In addition, any non-compliances related to field work should be resolved before accepting the field work as complete.

Inspection of Field Work

The Project Engineer shall notify the Administering Office when it appears the Contractor is approximately 1 week from substantial completion of the field work. The Project Engineer shall schedule a final inspection with the Contractor, the Administering Office, and themselves. The goal is to complete the final inspection within 2 weeks of substantial completion of the project, weather permitting. While every effort will be made to meet this goal, it is possible that staff availability will not allow this goal to be met for every project. In such cases, the final inspection will be scheduled as soon as possible. During the final inspection, a Final Inspection Punch List will be developed listing all items of work that have not been completed in reasonable close conformity to the contract documents. The Project Engineer shall deliver to the Contractor the Final Inspection Punch List and specify the corrective

action that must be taken. A copy of the Final Inspection Punch List shall also be sent to the Administering Office. Once the Project Engineer determines all of the work is satisfactorily completed, including any corrective actions, the Project Engineer shall send a copy of the final Weekly Report of Working Days (Form 830238 (Word)) and documentation of completion of the Final Inspection Punch List to the Administering Office.

The Project Engineer should not accept the field work as complete by signing the Statement of Completion and Final Acceptance of Work (Form 830435 (Word)) or Certificate of Completion and Final Acceptance of Agreement Work (Form 640003 (Word)), as applicable, until both the Project Engineer and the Administering Office agree the field work is complete and in reasonably close conformance with the contract documents.

Statement of Completion and Final Acceptance of Work

After the field inspections have been completed, and any required corrective actions completed, the Project Engineer shall notify the Administering Office in writing. This notice shall specify the corrective actions that have been taken, if any, and include the appropriate form to document the completion and acceptance of the work. The Administering Office staff, at its discretion, may spot check these corrections. The form used to document the completion and acceptance of the work depends on the type of specifications used:

> For projects using the Iowa DOT Standard Specifications, the Project Engineer shall sign and date the Statement of Completion and Final Acceptance of Work (Form 830435 (Word)) and send the original to the Administering Office. Upon receipt, the Administering Office will sign and date Form 830435, return a copy to the Project Engineer, forward the original to the Office of Finance, Project Accounting and Payables Section, and retain a copy for the Administering Office's file. The Project Engineer shall then send a copy to the Contractor.
>
> For projects that use other specifications, the Project Engineer shall sign and date the *top portion only* of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003 (Word)), send a copy to the Administering Office and the Contractor, and keep the original in the LPA's file. The only purpose of this submittal is to document the date of completion of the work. It is not intended to be the LPA's approval for final payment. Approval for final payment occurs later, at which time the original Form 640003 shall be sent to the Administering Office as part of the Final Forms Packet submittal. For more information, refer to Attachment D and Attachment F.

The date of the Project Engineer's signature on Form 830435 or 640003 is important, because this date marks the beginning of a 50 day count that is used to determine whether interest may be due to the Contractor. For more information, refer to I.M. 3.930, Interest Payment Procedures.

A County Board of Supervisors may authorize its County Engineer to sign either the Form 830435 or 640003 on its behalf, provided, that it has passed and executed a resolution authorizing the County Engineer to do so. For more information, refer to I.M. 3.940, County Engineer Resolution.

Pre-audit Process

Prior to requesting a final audit from the Administering Office, the Project Engineer shall conduct a pre-audit. Within 90 days of completion of construction and/or other activities authorized by the project agreement, the Recipient shall provide the completed pre-audit checklist to the Department and request a final audit; however, if there is an anticipated delay the pre-audit could be started when the project is substantially completed. The pre-audit consists of a thorough review of the construction contract documentation, as specified in the Pre-audit Checklist (Attachment E to this I.M.). The purpose of the pre-audit is to prepare for a possible audit by Administering Office staff. Therefore, when conducting the pre-audit, the Project Engineer should ensure that all of the documentation associated with the construction contract is complete, correct, and well organized. If the Administering Office finds that the documentation is not complete, correct, or well organized, it may defer its final audit until the Project Engineer addresses these issues.

As part of the pre-audit process, the Project Engineer shall also prepare the proposed final quantities, including all applicable price adjustments, such as incentives / disincentives, liquidated damages, or adjustments due to non-compliance with the contract documents. Additional guidance for each of these items is provided in I.M. 3.805, Construction Inspection, and the Construction Manual sections referenced by the Pre-audit Checklist (Attachment E to this I.M.).

When the pre-audit is complete, the Project Engineer shall notify the Administering Office that the project is ready for an audit. This notification shall include a completed Pre-audit Checklist (Attachment E to this I.M.), and if

applicable, all materials review forms and associated documentation, as specified by Materials I.M. 101. The applicability of the materials audit process is discussed in the Final Audits section below.

Semi-final Voucher or Semi-final Pay Estimate

After the pre-audit is complete, the Project Engineer shall send the proposed final quantities, including any price adjustments, to the Contractor for review and acceptance. For contracts that are paid by the Iowa DOT through its Contractor Pay System (CPS), this submittal consists of the semi-final voucher, which is documented using the Construction Contract Progress Voucher (Form 181013), or if the Field Manager software is used, a similar computer generated form. For contracts where the LPA makes payment to the Contractor directly, this submittal consists of a semi-final pay estimate, which may be documented using either the Final Estimate of Road or Bridge Work on Non-State Roads / Streets (Form 181235 (Word)) or an equivalent form.

The submittal of the semi-final voucher or semi-final pay estimate to the Contractor should be made at the same time a final audit is requested from the Administering Office. Therefore, the Project Engineer should make it clear to the Contractor that the proposed final quantities are subject to change by an Iowa DOT audit.

Also as part of the semi-final voucher or semi-final pay estimate submittal, the Project Engineer shall provide the Contractor with a complete list of any missing documentation that will be required in order to receive final payment, as determined by the Project Engineer's Pre-audit.

If any quantities or price adjustments are in dispute, the Project Engineer and the Contractor shall negotiate a mutually acceptable resolution. If the parties are unable to reach an agreement, the Project Engineer or the Contractor may contact the Administering Office for assistance. If requested, the Administering Office will attempt to mediate an acceptable solution to both parties.

After the Project Engineer and the Contractor have reached agreement on the semi-final voucher or semi-final pay estimate, the Project Engineer shall approve the semi-final voucher or semi-final pay estimate and the Contractor should be paid in full, less any retainage withheld.

If informal discussions between the Project Engineer, the Contractor, and if requested, the Administering Office, are unable to reach an agreement on any quantities or price adjustments, the Project Engineer shall approve the semi-final voucher or semi-final pay estimate, less any retainage and pay adjustments for items that are being disputed. The Project Engineer shall document the reason for the items that are being disputed and what actions were taken to resolve the dispute.

Final Audits

The Administering Office, at its discretion, may audit any construction contract. Some Administering Offices have elected to audit all contracts; others have elected to select contracts using a systems approach.

Using the systems approach, from among those contracts that have been completed at the time projects are selected for audit, the Administering Office will select at least one contract for each LPA. If the LPA only has one contract, that contract will be selected. If the LPA has more than one contract, the contract will be selected at random. If the audit of the selected contract does not reveal any significant problems, the Administering Office may waive the final audits for the LPA's other contracts let during that Federal fiscal year.

If a project is not selected for an audit, the Administering Office will simply review the Pre-audit Checklist for completeness, notify the Project Engineer that a final audit will not be conducted, and send a completed copy of the Pre-audit Checklist to the Project Engineer.

If a contract is selected for a final audit, the Administering Office will forward the materials review forms and associated documentation to the District Materials staff. The materials and construction audits will proceed as follows:

Materials Audit Process (highway and bridge projects only)

> A materials audit will be performed for highway or bridge projects only. Materials audits will not be performed for non-highway projects, such as those funded by the Transportation Alternatives Program, Transportation Enhancement, Federal Recreational Trails, Scenic Byways, and Safe Routes to School programs.

After receipt of the materials review forms and associated documentation, the District Materials staff will perform a materials audit in accordance with procedures outlined in Materials I.M. 101 and 103. After their audit is complete, District Materials staff will notify the Project Engineer of any deficiencies in the materials testing, certification, or other required documentation and specify the corrective action that must be taken. If needed, the District Materials staff will provide a copy of this request to the Administering Office.

After the requested corrective actions have been taken and / or obtaining the requested documentation, the Project Engineer shall forward this information to the District Materials staff.

Construction Audit Process

After substantial completion of the project the Project Engineer shall submit to the Administering Office the Pre-audit Checklist (see Attachment E to this I.M.). The Administering Office will review the Pre-audit Checklist before the final audit. For selected items, the Administering Office will examine samples of the supporting documentation contained in the Project Engineer's files in order to verify that the item was completed as indicated on the Pre-audit Checklist. Those items for which supporting documentation was reviewed will be noted as such on the Pre-audit Checklist by the Administering Office staff. Any deficiencies identified by their review will be recorded on the Audit of Final Pay Estimate (Form 830301(Word)). The Administering Office staff will provide a partially completed Form 830301 to the Project Engineer. If needed, the Administering Office staff will provide a copy of Form 830301 to the District Materials staff. The Administering Office staff will also sign and date the Pre-Audit Checklist, provide a copy to the Project Engineer, and retain the original for the Administering Office's file.

After the requested corrections have been completed, the Project Engineer shall indicate the date corrective actions were taken, and sign and date Form 830301. A copy of the completed form shall be returned to the Administering Office, along with any requested documentation, as part of the Final Forms Packet submittal (see Attachment F to this I.M.). The original Form 830301 shall be retained in the LPA's file.

Preparation of the Final Voucher or Final Pay Estimate

After the materials and construction audits are complete, or upon notice by the Administering Office that a final audit will not be conducted, the Project Engineer may begin preparing the final voucher or final pay estimate. The final voucher or final pay estimate shall incorporate the corrections to final quantities or price adjustments, if required by the final materials or construction audits.

Note: For counties using the Field Manager software on contracts paid through the CPS, any changes to quantities required by the final audits will require re-issuing a semi-final voucher before preparing a final voucher. This is because the final voucher is only used to release retainage; it cannot process changes in quantities.

The Project Engineer shall send the final voucher or final pay estimate to the Contractor and request the Contractor's approval of the final quantities, including any price adjustments that may apply. If acceptable, the Contractor signs the final voucher or final pay estimate and returns it to the Project Engineer. The Contractor shall also submit to the Project Engineer all required paperwork for final payment, if not already provided. This submittal marks the beginning of a 30 day count, referred to as the Day Zero count, which is used to determine when interest may begin to accrue. For more information, refer to I.M. 3.930, Interest Payment Procedures. If all required paperwork is not provided, the Project Engineer shall promptly inform the Contractor which items are still needed and that final payment will not be processed until those items are received.

Submittal of Final Forms Packet

After the Contractor has signed the final voucher or final pay estimate and provided all the required paperwork, the Project Engineer shall submit the Final Forms Packet to the Administering Office. The Final Forms Packet includes the final voucher or final pay estimate and all other required documentation for final payment. Use Attachment F to this I.M., Final Forms Packet Checklist, as a complete list of required forms and documentation.

Upon receipt of the Final Forms Packet, it will be reviewed by the Administering Office within 30 days to ensure all the applicable forms and documentation has been included. If any forms or documentation are missing, the Administering Office will promptly notify the Project Engineer and specify the items that are not complete. Once acceptable, the Administering Office routes the appropriate forms and documentation as needed. For contracts let under the Iowa DOT Specifications, the Iowa DOT documents approval for final payment by signing the Final

Payment (Form 830436 (Word)). For contracts let under other specifications, the Iowa DOT documents approval for final payment by signing the bottom part of Form 640003 (Word).

Final Payment to the Contractor

After the Administering Office has approved the Final Forms Packet and signed the Form 830436 (Word) or Form 640003 (Word), final payment to the Contractor will be processed as follows:

For contracts that are paid by the LPA, the Administering Office notifies the Project Engineer that final payment may be processed and provides a copy of the signed Form 830436 or 640003 as appropriate. Upon receipt, the LPA makes final payment to the Contractor in accordance with the approved final pay estimate, including release of all retainage that is due.

For contracts paid using the CPS, the Administering Office forwards Form 830436 and the Final Forms Packet to the Office of Finance. Upon receipt, the Office of Finance processes the final payment to the Contractor, including a release of all retainage that is due.

Final Federal Reimbursement

For contracts paid by the LPA, the LPA may request final Federal reimbursement of project costs after all payments have been made, including the construction contract and any other project costs for which Federal reimbursement will be requested. This request shall be made using the reimbursement claim form provided by the Administering Office, if applicable, and shall include copies of all warrants and pay estimates for which reimbursement has not yet been requested. The Administering Office will review the LPA's final Federal reimbursement request, and if acceptable, will forward to the Office of Finance for processing, along with the Final Forms Packet.

For contracts paid by the CPS, the Office of Finance will process the Federal reimbursement of participating contract costs. Federal funds reimbursement will be deposited in the fund from which payments were originally made (e.g., the county's Farm-to-Market account for a Federal-aid project on the Farm-to-Market System). If there are any other Federal reimbursable project costs that were not paid through the CPS, the LPA shall request final reimbursement for these costs as described in the paragraph above.

Upon receipt of the final reimbursement request from the Administering Office, the Office of Finance will issue a warrant to the LPA for the final amount of Federal reimbursement that is due. If the final audits or reviews reveal that the LPA has been overpaid, the LPA shall reimburse the Iowa DOT accordingly.

Project Close-out and Records Retention

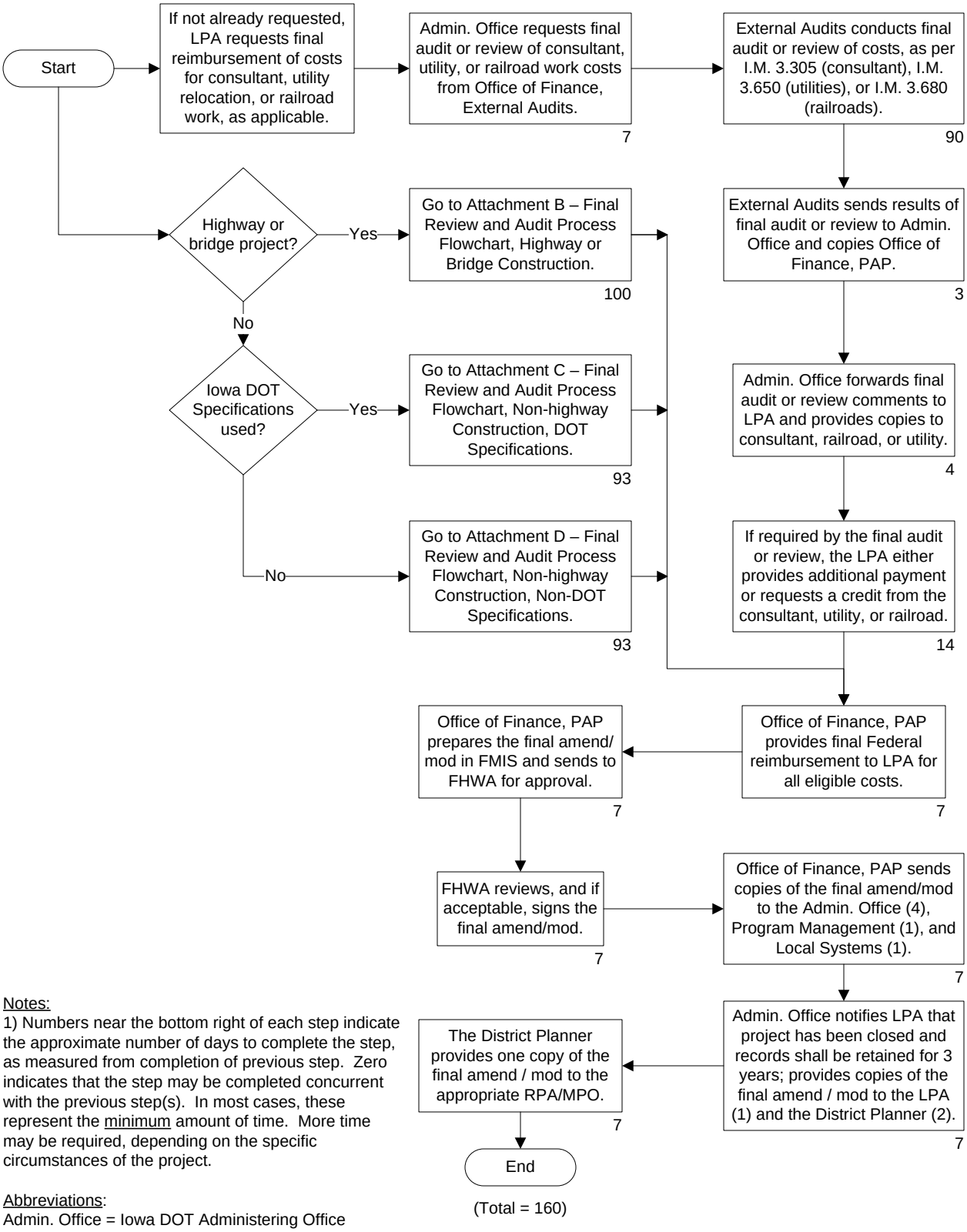
After processing the final Federal-aid reimbursement to the LPA, the Office of Finance will prepare a final amendment / modification (amend / mod) to the project authorization in the Federal Highway Administration's Fiscal Management Information System (FMIS). The final amend / mod is sent to FHWA electronically for its review and approval.

Once approved by FHWA, the Office of Finance distributes 6 copies of the final FMIS amend / mod document to the Administering Office (4), Program Management (1), and the Office of Local Systems (1). In turn, the Administering Office distributes copies to the LPA (1) and the District Planner (2). Finally, the District Planner forwards one copy to the appropriate Metropolitan Planning Organization (MPO) or Regional Planning Affiliation (RPA).

Upon receipt of the final amend / mod, the LPA shall retain its project records for not less than 3 years from the date of FHWA's signature on the final FMIS amend / mod document. These records shall be available for inspection by authorized Iowa DOT or FHWA personnel at any time during the retention period.

Project Close-out Process Overview Flowchart

For LPA Federal-aid Projects



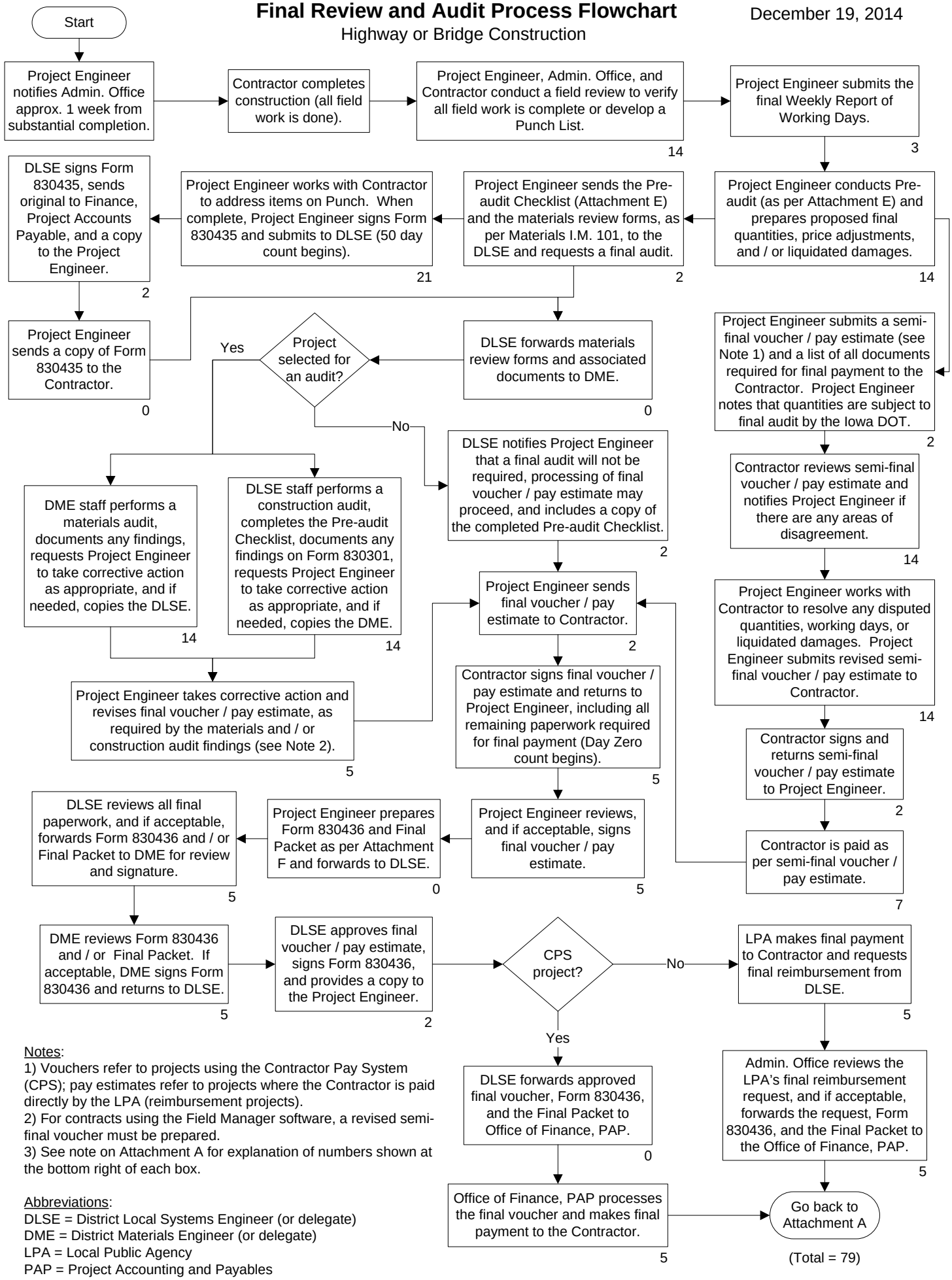
(Total = 160)

Notes:
1) Numbers near the bottom right of each step indicate the approximate number of days to complete the step, as measured from completion of previous step. Zero indicates that the step may be completed concurrent with the previous step(s). In most cases, these represent the minimum amount of time. More time may be required, depending on the specific circumstances of the project.

Abbreviations:
Admin. Office = Iowa DOT Administering Office
Amend / mod = amendment / modification to the project record in FMIS
FHWA = Federal Highway Administration
FMIS = FHWA's Fiscal Management Information System
LPA = Local Public Agency
MPO = Metropolitan Planning Organization
PAP = Project Accounting and Payables
RPA = Regional Planning Affiliation

Final Review and Audit Process Flowchart

Highway or Bridge Construction

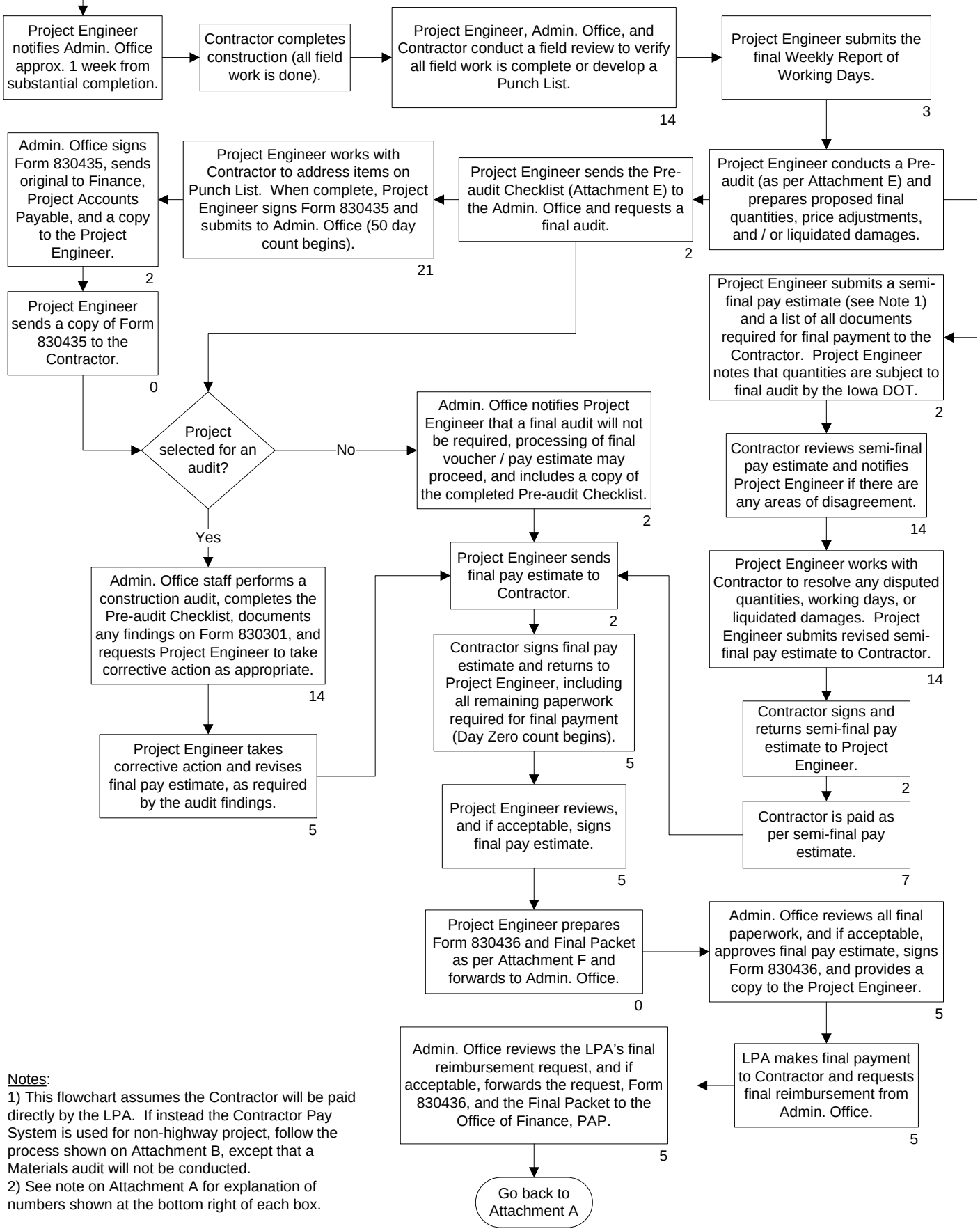


Notes:
1) Vouchers refer to projects using the Contractor Pay System (CPS); pay estimates refer to projects where the Contractor is paid directly by the LPA (reimbursement projects).
2) For contracts using the Field Manager software, a revised semi-final voucher must be prepared.
3) See note on Attachment A for explanation of numbers shown at the bottom right of each box.

Abbreviations:
DLSE = District Local Systems Engineer (or delegate)
DME = District Materials Engineer (or delegate)
LPA = Local Public Agency
PAP = Project Accounting and Payables

Final Review and Audit Process Flowchart

Non-highway Construction, DOT Specifications



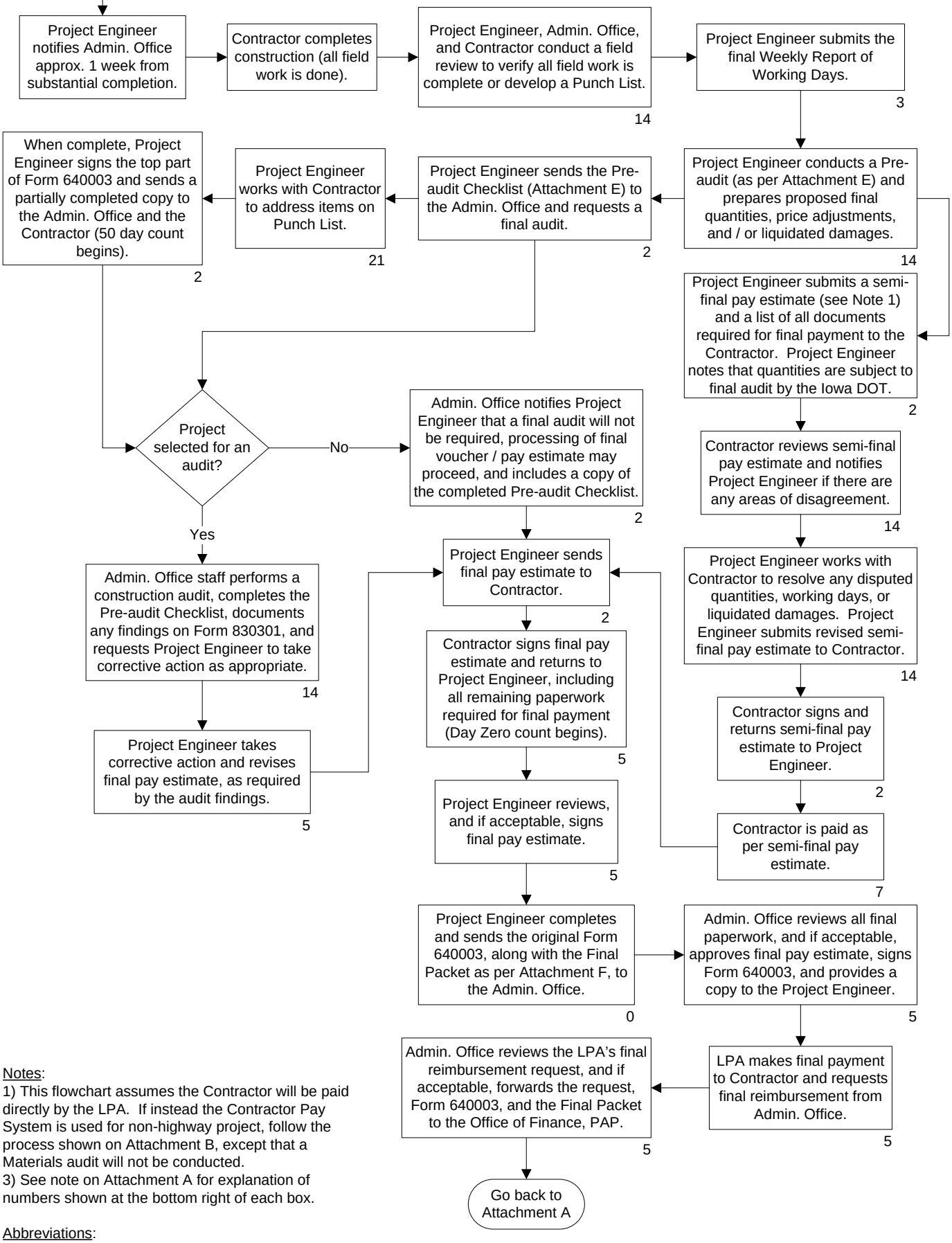
(Total = 72)

Notes:
1) This flowchart assumes the Contractor will be paid directly by the LPA. If instead the Contractor Pay System is used for non-highway project, follow the process shown on Attachment B, except that a Materials audit will not be conducted.
2) See note on Attachment A for explanation of numbers shown at the bottom right of each box.

Abbreviations:
Admin. Office = Administering Office
LPA = Local Public Agency
PAP = Project Accounting and Payables

Final Review and Audit Process Flowchart

Non-highway Construction, Non-DOT Specifications



(Total = 72)

Notes:
1) This flowchart assumes the Contractor will be paid directly by the LPA. If instead the Contractor Pay System is used for non-highway project, follow the process shown on Attachment B, except that a Materials audit will not be conducted.
3) See note on Attachment A for explanation of numbers shown at the bottom right of each box.

Abbreviations:
Admin. Office = Administering Office
LPA = Local Public Agency
PAP = Project Accounting and Payables

Pre-audit Checklist

Project Number: _____ Project Name / Location: _____
Contract Number: _____ Contracting Authority: _____
Accounting Number: _____ Contractor: _____

Instructions: All of the applicable documents, steps, or reviews represented by this checklist should be complete and correct before requesting a final audit from the Iowa DOT Administering Office. Review and complete this checklist as indicated below, and as indicated by the instructions for each item:

- If the question(s) associated with an item can be answered "yes", and the project file contains documentation to support this answer, check the box.
- If the item does not apply, write "N/A" over the box.
- If any items need additional explanation, place a note adjacent to that item, add remarks in the "comments" section below, or attach additional documents as necessary.

For many of the checklist items below, references have been provided to the appropriate Iowa DOT form number, Iowa DOT Standard Specifications Section or Article number, Construction Manual (C.M.) section, Materials Instructional Memorandum (Materials I.M.s), or Instructional Memorandum to Local Public Agencies (I.M.). Such references are included in parenthesis immediately after the checklist item title. Consult these references for additional instructions and information.

The Iowa DOT Standard Specifications, Construction Manual, and the Materials I.M.s are all available on-line as part of the Iowa DOT's Electronic Reference Library. Most of the Iowa DOT forms referenced below are also available on the Iowa DOT Forms web page. Finally, some of the forms or documents included in this checklist are also discussed as part of I.M. 3.805, Construction Inspection.

This checklist is not an all inclusive list. It should be used as a starting point for the project audit. Additional documents and documentation may be required as part of the project records.

Contract Documents

☐ **Local Agency Funding Agreement:** Does the file include a copy of the fully-executed Iowa DOT/Local agency funding agreement including all addendums to the agreement?

☐ **Estimating Proposal:** Does the project file include a copy of the Estimating Proposal and all attachments to the proposal?

☐ **Addendums:** If any addendums were issued during the bid advertisement period, does the project file include copies of each addendum?

☐ **Contract:** Does the project file include a copy of the fully-executed construction contract with FHWA Form 1273 attached?

☐ **Plans:** Does the project file include a copy of the plans?

☐ **Plan Revisions:** If the plans were revised after the contract award, are copies of such plan revisions, including transmittals to the Contractor, included in the project file?

☐ **Specifications:** Is a copy (electronic or paper) of the contract specifications (Iowa DOT Standard Specifications plus the applicable General Supplemental Specifications, or other specifications as applicable) located in the project file or can they be produced when requested?

☐ **Specification Modifications:** If the contract was let using the Iowa DOT Standard Specifications, does the project file include copies of all applicable Special Provisions, Developmental Specifications, and Supplemental Specifications? If the contract was let using other specifications, does the project file include copies of all similar special provisions or modifications to those specifications?

Contract Administration and Inspection Documents

- ☐ **Final Highway Funding Sources. Final Detail Estimate Cost Summary, and Final Highway Detail Construction Estimate (if applicable):** If the contract was let by the Iowa DOT, does the project file include a copy of these documents? These documents are distributed by the Iowa DOT Office of Finance after a contract is awarded by the LPA. Together, these document the Contractor, awarded contract amount, the funding sources that will be used to pay for the contract costs, and if applicable, a breakdown of costs and funding by bid item categories.

- ☐ **Pre-construction Meeting Minutes:** If a pre-construction meeting was held, does the project file include a copy of these notes, including a list of attendees?

- ☐ **Inspector's Daily Diary:** Does the project file contain a copy of the project inspector's daily diary of construction operations, including the date and name or initials for each diary entry?

- ☐ **Property Used by Contractor** (C.M. 2.26)**:** If the Contractor requires the use of property, other than the existing right-of-way or easements provided by the Contracting Authority:

  - ☐ Does the project file contain copies of the Contractor's agreements for purchase, lease, or temporary easements with the property owner(s)?

- ☐ **Traffic Control Documentation** (C.M. 5.40, Article 2528.01)**:** If the contract includes an item for traffic control, does the project file include:

  - ☐ A copy of the Contractor's Traffic Control Daily Diary?

  - ☐ Records to verify that the Contractor has a technician on staff that has attended and passed the exam in an American Traffic Safety Services Association (ATSSA) or International Municipal Signal Association (IMSA) Work Zone Traffic Control training class?

- ☐ **Noncompliance Notice** (Form 830245, C.M. 3.21)**:** If any of the contract items, test results for incorporated materials, or work activities were not in compliance with the contract documents, was the Contractor issued a noncompliance notice for each, and does the project file include complete copies of this form?

- ☐ **DBE Commitment Report** (C.M. 2.25)**:** If the contract was let by the Iowa DOT and if the Contractor made a DBE commitment. Does the project file include a completed copy of this report? This report is provided to the LPA by the Office of Employee Services, Civil Rights Section, after the contract has been let. It shows a summary of the Contractor's DBE commitment(s), including the proposed DBE Contractor and/or subcontractor(s), and the committed amounts of each.

- ☐ **Statement of DBE Commitments** (Form 517012, I.M. 3.720)**:** If the contract was let by the LPA, does the project file include a completed copy of this form?

- ☐ **Subcontract Request and Approval** (C.M. 2.25, Article 1108.01)**:** If the Contractor used subcontractors, does the project file contain evidence that the subcontractors were approved by the Iowa DOT Office of Contracts?

- ☐ **DBE Commercially Useful function** (Form 517014, C.M 2.25)**:** Does the file include a copy of the DBE Commercially Useful Function form or documentation the DBE did a commercially useful function on the project?

- ☐ **Storm Water Permit** (I.M. 3.140)**:** If the contract work required a National Pollutant Discharge Elimination System (NPDES) General Permit No. 2 from the Iowa DNR, does the project file include completed copies of the following:

  - ☐ Iowa DNR's Notice to Proceed form and a copy of the required newspaper notice?

  - ☐ Copy of the Storm Water Permit?

- ☐ Storm Water Site Inspection Reports (Form 830214) every 7 days starting with initial ground disturbance and continuing until 70% permanent vegetative growth is established?
  - ☐ Are the site inspections signed by a representative of the Contracting Authority and the Contractor's Erosion and Sediment Control Basics trained individual?
- ☐ If the seeding or other permanent ground cover has been established, the Iowa DNR's Notice of Discontinuation (NOD) form? (If the site has not yet been stabilized, this form may be submitted later.)

☐ **Iowa DNR Notification of Completion of Construction** (DNR Form 37, I.M. 3.410)**:** If the project required an Iowa Department of Natural Resources (Iowa DNR) Flood Plain Permit, was this form completed and sent to the Iowa DNR and does the project file include a copy of this form?

☐ **Contractor's Erosion Control Implementation Plan** (ECIP) (Article 2602.03)**:**

- ☐ Does the Contractor's ECIP include stages for erosion control work to address the Contractor's time table and sequence of major activities or stages on the contract?
- ☐ For projects with a NPDES permit:
  - ☐ Does the file contain the name of the Erosion and Sediment Control Basics (ESC Basics) and Erosion Control Technician (ECT) trained individuals on the Contractor's staff?
  - ☐ Was the ECIP submitted by the Contractor's ESC Basics trained individual?
- ☐ If Erosion Control Mobilizations apply to the contract, did the ECIP include the anticipated number of erosion control mobilizations for the project?
- ☐ Did the contracting authority approve the ECIP?
- ☐ Does the project file include a copy of the Contractor's certification statement for storm water discharge associated with industrial activity for construction activities?
- ☐ Does the project file include signed affidavits from affected subcontractors identifying them as co-permittees?

☐ **Weekly Report of Working Days** (Form 830238 (Word) or Form 830241 (Word), C.M. 2.33)**:** Does the project file include these reports for each week that the Contractor or subcontractors performed or should have performed work?

☐ **Notice of Suspension or Resumption of Work** (Form 810036, C.M. 3.06)**:** If the Contractor was directed to stop work by the Project Engineer at any time during the project, does the project file include a completed copy of this form?

☐ **Davis-Bacon Compliance** (C.M. 2.24)**:** If Davis-Bacon wage requirements apply to the contract, does the project file contain the following:

Note: Federal-aid routes include all Federal Functional Classifications, except Local Roads and Rural Minor Collectors. This item also generally applies to contracts for construction of bicycle or pedestrian trails, if at least 50% of the trail is located within the right-of-way of a Federal-aid route. Projects including Safe Routes to School (SRTS) or Transportation Alternatives Program (TAP) funds require compliance with Davis-Bacon regardless of project location. For contracts let by the Iowa DOT, applicability of the Davis-Bacon requirements is indicated on the bid proposal and contract.

- ☐ Completed Wage Rate Reports (Form 650170) for the Contractor and all subcontractors with contracts greater than $10,000 to document the wage rate interviews? The wage rate interviews should be completed at least once, and if the contract extends more than 6 months, approximately once every 6 months for the duration of the contract. Note: Wage rate interviews do not need to be completed for Contractor or subcontractors if they participate in the Association of General Contractors (AGC) Prevailing Wage Notification Program.

- ☐ Copies of the Certified Transcript of Labor Payroll (Form 830176 (Excel)) that are:
  - ☐ Signed and dated by the Contractor, for each week that the Contractor or subcontractors performed work?
  - ☐ Dated by the Project Engineer upon receipt?
  - ☐ Checked and initialed by the Project Engineer for compliance? (This is only required for the first few submitted; if no compliance problems are noted, subsequent submittals will only require spot checking.)
- ☐ A copy of the applicable Predetermined Wage Rate?

☐ **Equal Employment Opportunity (EEO) Site Inspections** (Form 650170, C.M. 2.22)**:** Does the project file contain completed copies of this form to document the EEO site inspections? These inspections shall be completed at least once, and if the contract extends more than 6 months, approximately once every 6 months for the duration of the contract. Note: If Davis-Bacon wage rates do not apply for the contract, only the top portion and sections 1 and 2 must be completed for each site inspection.

☐ **Log of Piling Driven** (if by formula, Form 830210 (Excel), if by wave equation, Form 830209 (Excel); C.M. 11.25, C.M. Appendix 11-22)**:** If the contract included an item of work for driving piles, such as on a bridge project, does the project file include a completed copy of this form? This form should be completed as piles are driven and forwarded to the Administering Office.

☐ **Change Order** (Form 830240 (Word), C.M. 2.36)**:** If the contract had any Change Orders, has the following been completed for each Change Order:

- ☐ Marked either "Participating or Non-participating"?
- ☐ Marked as either "Substantial" or "Non-substantial"?
- ☐ Completed quantities recorded in the appropriate field book?
- ☐ Does the Change Order include a Justification of Cost? Refer to the "Checklist for Change Orders" included in C.M. Section 2.36 for additional guidance related to supporting documentation. Note: Supporting documentation is not required for changes in cost based on existing contract prices.
- ☐ Is the Change Order's effect on contract time noted on the document?
- ☐ If any work was performed on a force account basis, does the project file contain a Statement of Force Account with supporting documentation attached? (Form 181213; C.M. 2.35; Article 1109.03, B)

☐ **Materials Review:** For all materials incorporated into projects let using the Iowa DOT Standard Specifications:

- ☐ Have all materials been reviewed for compliance with the materials testing, sampling, and acceptance requirements of the Iowa DOT Standard Specifications and Materials I.M.s 101, 204, and 205?
- ☐ Have the applicable materials review sheets been completed or reviewed by the Project Engineer? (Materials I.M. 101)
- ☐ Has a summary statement of non-compliant tests or measurements of material incorporated into the project been completed by the Project Engineer? (C.M. Appendix 2-33)
- ☐ If the contract included HMA and / or PCC from a plant, does the project file include copies of the HMA and / or PCC Plant Reports?

☐ **ADA (Materials I.M. 363):** If project contains any construction or reconstruction of sidewalk or recreational trails, has the work been documented as required by Materials I.M.363?

☐ **As-built Plans** (C.M. 2.72)**:** If the contract involves work on an Interstate or Primary Highway, has the Project Engineer prepared 3 sets of as-built plans and forwarded a copy to the appropriate Administering Office?

☐ **Statement of Completion and Final Acceptance of Work** (Form 830435, C.M. 2.37)**:** If the contract was let using Iowa DOT Specifications, is a copy of this form included in the project file, signed and dated by the Project Engineer?

☐ **Certificate of Completion and Final Acceptance of Agreement Work** (Form 640003 (Word), I.M. 3.720)**:** If the contract was let using non-DOT specifications, is a copy of this form included in the project file, signed and dated by the Project Engineer?

Review of Quantities and Payments

☐ **Field Book(s):** Are the quantities for all items documented in a field book, loose leaf binder, or if recorded electronically, available as a computer print-out or report? Does the item quantity documentation include:

- ☐ Added Change Order items (8000 "Change Number" series) or modified Change Order items (7000 "Change Number" series)?
- ☐ Dates and initials of the person who entered the quantity?
- ☐ Initials of the person who checked the quantity?
- ☐ Locations specified where each quantity was placed?

☐ **Method of Measurement and Basis of Payment:** Do all items have a method of measurement and basis of payment specified? This information is usually contained in the specifications (including any applicable Special Provisions, Developmental Specifications, Supplemental Specifications, etc.) but may also be located on the plans. Note: If the bid item number indicates the Standard Specification Section where this information can be found, the bid item number is a sufficient reference for this information.

☐ **Items Paid by Length:** Do all items paid on the basis of length show the actual measured quantity, including the date and initials of the person that performed the measurement?

☐ **Items Paid by Count:** Do all items paid on the basis of count (per each) show the actual count, including the date and initials of the person that performed the count?

☐ **Items Paid by Weight** (Article 2001.07)**:** Do all items paid on the basis of weight include:

- ☐ Scale tickets that are certified by the producer?
- ☐ Scale tickets that are signed by the originator and the receiver?
- ☐ Ticket totals that are supported by adding machine tapes, computer print-outs, or other documentation?
- ☐ Dates and locations where the material was placed?
- ☐ Documentation of scale checks (verification and/or check weights)?
- ☐ Documentation that tare weights were newly determined (if applicable)?

☐ **Ready Mix Tickets:** If ready mix concrete is used, are copies of all ready mix tickets meeting the requirements of C.M. 9.03 available in the project file?

☐ **Items Paid as Lump Sum:** Do all items paid as a lump sum include the date the work was started, dates of intermittent progress (if applicable), the date the work was completed, and initials of the person who verified the work was completed?

☐ **Items Paid by Volume:** Do all items paid by volume include supporting calculations, such as original and final cross sections, or other methods that indicate how the volume was calculated?

☐ **Items Paid by Area:** Do all items paid by area include supporting calculations, such as sketches with dimensions, or other methods that indicate how the area was calculated?

- ☐ **Items Paid by Plan / Contract Quantity** (C.M. 2.27, Article 1109.01)**:** For each item paid for on the basis of plan / contract quantities:
  - ☐ Does each quantity entry include the date and location of the work performed and an estimated quantity of work performed at that location?
  - ☐ If the item is not plan / contract quantity by specification, does the item have a completed and approved Contract Quantity Agreement (Form 830230)?
- ☐ **Price Adjustments:** Have all appropriate price adjustments been documented by a completed Change Order (Form 830240 (Word)), including those related to:
  - ☐ Non-compliance with the contract documents? (C.M. 2.53)
  - ☐ Incentive / disincentive specifications, including, but not limited to:
    - ☐ Pavement smoothness, if required by the contract documents? (C.M. 3.60)
    - ☐ PCC Pavement thickness? (C.M. 9.65, Materials I.M. 346)
    - ☐ HMA Lab Voids, Field Voids? (Section 2303)
    - ☐ Early completion? (Section 1111)
  - ☐ Liquidated damages? (C.M. 2.34)
- ☐ **Progress Vouchers / Pay Estimates:** Does the project file contain copies of all progress vouchers or pay estimates prepared by the Project Engineer and approved by the LPA?
- ☐ **Reimbursements:** If the Contractor was paid directly by the LPA, does the project file contain the following:
  - ☐ Copies of all checks or warrants issued to the Contractor or copy of a check register showing all payments that have been made to-date?
  - ☐ Copy(s) of the one of the following:
    - ☐ Claim for Reimbursement of Project Costs (Form 517050 or equivalent)?
    - ☐ Claim for Reimbursement of Federal Grant Program Project Costs (Form 240007)?
    - ☐ Claim for Reimbursement of Safe Routes to School Project Costs (Form 240009)?
    - ☐ Claim for Reimbursement of State Grant Program (RISE, RT) Project Costs (Form 240011)?
- ☐ **Proposed Semi-final Voucher / Pay Estimate:** Does the project file contain a copy of the semi-final voucher or pay estimate, including the final quantities and price adjustments proposed by the Project Engineer?

Project Engineer's Comments

Project Engineer's Certification: I have reviewed and verified each of the applicable items shown above. The supporting documentation associated with each applicable item is in the project file. The project file is organized and ready for Iowa DOT and / or FHWA inspection.

Printed Name: _____ Date: _____

Signature: _____

Iowa DOT Review: As the authorized representative of the Iowa DOT:

☐ I have reviewed this checklist and performed a final audit of this contract. For the Davis-Bacon Compliance and EEO Site Inspection items, and for all other items indicated by my initials above, I have reviewed a sample of the supporting documentation and found it to be in substantial conformance with the contract documents and / or project requirements, except as noted on the Audit of Final Pay Estimate (Form 830301).

☐ I have reviewed this checklist only. This contract was not selected for a final audit.

Printed Name: _____ Date: _____

Signature: _____ Initials: _____

Final Forms Packet Checklist

Project Number: _____ Project Name / Location: _____
Contract Number: _____ Contracting Authority: _____
Accounting Number: _____ Contractor: _____

Instructions: Attach the following documents, as applicable, to this checklist and send with your request for approval of the final voucher or pay estimate to the Iowa DOT Administering Office. Check the box to indicate which documents are being submitted. If the document doesn't apply, write "N/A" below the check box. Include the original and / or number of copies, as indicated for each item. If any of the items are not complete or correct, the final voucher or pay estimate will not be processed until all applicable documents are provided. Keep a copy of this completed checklist, including all attached documents, in the project file.

For many of the checklist items below, references have been provided to the appropriate Iowa DOT form number, Standard Specification Article number, Construction Manual (C.M.) section, Materials Instructional Memorandum (Materials I.M.), or Instructional Memorandum to Local Public Agencies (I.M.). Such references are included in parenthesis immediately after the checklist item title. Consult these references for additional instructions and information.

The Iowa DOT Standard Specifications, Construction Manual, and the Materials I.M.s are all available on-line as part of the Iowa DOT's Electronic Reference Library. Most of the Iowa DOT forms referenced below are also available on the Iowa DOT Forms web page. Finally, many of the forms or documents included in this checklist are also discussed as part of I.M. 3.805, Construction Inspection.

Document	**Number**	
	Original	Copies
Include for all contracts paid directly by the LPA:		
☐ **Final Pay Estimate** (Form 181235 (Word) or acceptable substitute) - Include if the Contractor was paid directly by the LPA. The final pay estimate reflects the final quantities and price adjustments, as corrected by the Iowa DOT final audits (if applicable), and has been signed by the Contractor and the Project Engineer.	1	
Include for all contracts paid by the Iowa DOT using the Contractor Pay System (CPS):		
☐ **Final Contract Construction Progress Voucher** (Form 181013, C.M. 2.37) - The final voucher includes all Change Orders, reflects the final quantities and price adjustments, as corrected by the Iowa DOT final audits (if applicable), and has been signed by the Project Engineer, Chairman of the Board of Supervisors, District Local Systems Engineer, and the Contractor. Note: If the Field Manager software is used, the computer generated final voucher may be used instead of Form 181013.	1	
For all contracts that apply:		
☐ **Certification of DBE Accomplishments** (Form 102116, C.M. 2.25, Article 1102.03) - Include if the contract was let by the Iowa DOT, even if no DBE firms were used. This certificate shall be submitted on all Federal-aid contracts and shall list the dollar amounts paid to all DBE firms on the contract. The certification shall be dated and signed by a responsible official legally representing the Contractor. Falsification of this certification will result in suspension of bidder qualifications according to Article 1102.03.		1
☐ **Certification of DBE Accomplishments** (Form 517013, I.M. 3.720) - Include if the contract was let by the LPA, even if no DBE firms were used. If no DBE firms were used, the Project Engineer shall complete the applicable portions of the form.	1	
☐ **Certification of Subcontractor Payments** (Form 518002) - Include if the Contractor utilized any subcontractors.	1	

Document	Number	
	Original	Copies
☐ **Contractor Evaluations** Evaluation Report form, Evaluation Report Instructions) - These have to be submitted electronically to the Office of Contracts for the Contractor and any subcontractors with subcontract amounts of $20,000 or more. If using FieldManager, use instructions in the FieldManager Guide. All other projects, use the instructions on the Evaluation Report Instructions web page. At the Project Engineer's option, these may be submitted for subcontracts of lesser value.	1	
☐ **Interest Payment Information** (Form 830236, I.M. 3.930) - Include for all contracts.	N/A	N/A
☐ **Audit of Final Pay Estimate** (Form 830301 (Word)) - Include if the contract was audited by the Iowa DOT. The form identifies the date corrective actions were taken and is signed and dated by the Project Engineer.		1
☐ **Final Payment** (Form 830436, C.M. 2.37) - Include if the contract used the Iowa DOT Standard Specifications.		1

Project Engineer's Certification: I have reviewed and / or approved each of the applicable items shown above and have approved the final voucher or pay estimate. The applicable documents, including supporting documentation as required, are attached.

Printed Name: _____ Date: _____

Signature: _____

I.M. 3.930
INTEREST PAYMENT

INSTRUCTIONAL MEMORANDUMS
To Local Public Agencies

Iowa Department of Transportation

To:	Counties and Cities	Date: December 3, 2007
From:	Office of Local Systems	I.M. No. 3.930
Subject:	Interest Payment Procedures	

Contents: This Instructional Memorandum (I.M.) describes the procedures for a Local Public Agency (LPA) to comply with the interest payment requirements associated with construction contracts. This I.M. includes the following attachments:

Attachment A – Sample Interest Payment Information Form

Note: The procedures outlined in this I.M. are required only for Federal-aid contracts; however, the interest payment requirements of section 573.14 of the Code of Iowa apply to all public agency contracts, regardless of the funding source. Therefore, the Iowa Department of Transportation (Iowa DOT) recommends that LPAs follow a similar procedure for non-Federal-aid contracts; however, no submittals to the Iowa DOT are required for such contracts. If interest is due for non-Federal-aid contracts, the LPA may contact the Iowa DOT Office of Finance, Project Accounting and Payables at 515-239-1703 to obtain the appropriate interest rate.

Introduction

Section 573.14 of the Code of Iowa requires that interest be paid on retained funds under certain conditions. For contracts let by the Iowa DOT, these conditions are specified in Article 1109.09 of the Iowa DOT Standard Specifications (available on-line as part of the Iowa DOT's Electronic Reference Library). For Federal-aid contracts that are let locally, these conditions are specified in the Proposal Notice for Locally Procured Federal-aid Contracts (for more information, see I.M. 3.720, Local Lettings – Federal-aid).

Preparing the Interest Payment Information

The information required to determine if interest will be due shall be documented on the *Interest Payment Information* (Form 830236, available in Word or PDF). A sample form is provided as Attachment A to this I.M. The Project Engineer shall complete Form 830236 according to the instructions provided below:

Project Number, Project Name / Location, Accounting I.D., and Contractor: Complete these fields as appropriate for the contract being submitted.

Final Acceptance Date (FAD): For projects let using the Iowa DOT Standard Specifications, this date is when the LPA's Project Engineer signs the *Statement of Completion and Final Acceptance of Work* (Form 830435, available in Word or PDF). For projects that are let using other specifications, this date is when the LPA's Project Engineer signs the top portion of the *Certificate of Completion and Final Acceptance of Agreement Work* (Form 640003, available in Word or PDF).

Day Zero: This is the date the LPA's Project Engineer receives the final paperwork from the Contractor. The final paper work includes all forms, certifications, Change Orders, or other documentation required by the contract documents for final payment. The Day Zero date cannot occur before the FAD. If the Contractor provides all the final paperwork before the FAD, Day Zero Date will be equal to the FAD.

Suspension Periods in Day Zero Count: Enter each suspension period in the Day Zero count that applies, including the beginning and ending dates of the suspension period and the reason(s) for the suspension. The Day Zero count starts the day following Day Zero and stops as of the date shown on the final payment warrant. After the Day Zero count has started, it may be suspended in the following situations:

1. If at any time after the Contractor submits the final paperwork it is determined, either by the Project Engineer or the Iowa DOT, that any of the required final paperwork is missing. In such cases, the Project Engineer shall notify the Contractor in writing and specify the documentation that must be submitted. The Day Zero count will be suspended as of the date of the Project Engineer's notice to the Contractor and shall be resumed on the date the requested documentation is received by the Project Engineer.

2. If the Project Engineer has not received a signed final voucher or final pay estimate from the Contractor by FAD + 50, the Day Zero count will be suspended on the following day (FAD + 51). It will resume on the date the signed final voucher or pay estimate is received by the Project Engineer.

3. If after receipt of the final paperwork from the Contractor, the Project Engineer initiates a Change Order. In such cases, if the Change Order is not signed and returned to the Project Engineer by within 10 days after it was sent to the Contractor, the Day Zero count will be suspended on the 11th day and resume when the signed Change Order is received by the Project Engineer.

Total Suspension Periods in Day Zero Count: Enter the total number of days the Day Zero count was suspended, as indicated above. If there were no suspensions, enter "None" in the space provided.

If final payment is dated after: Enter the date which is 50 calendar days after the FAD.

Interest will start to accrue on: Beginning with Day Zero, add 31 calendar days, then add the total number of suspension days in the Day Zero Count, if any, and enter this date.

To illustrate how the various dates and suspension periods affect the interest period calculation, consider the following examples:

Example 1:

FAD = Jul 10, 2007
FAD + 50 = Aug 29, 2007
Day Zero = Jul 20, 2007
Day Zero + 31 = Aug 20, 2007
Total Day Zero Count Suspensions = 0 days
Date of Final Warrant = Sep 22, 2007

Result: The final warrant is dated after Aug 29, 2007 (FAD + 50) so interest will be paid for a period of 34 days, beginning Aug 20, 2007 (Day Zero + 31 + 0) and ending Sep 22, 2007 (date of final warrant).

Example 2:

FAD = Jul 10, 2007
FAD + 50 = Aug 29, 2007
Day Zero = Sep 10, 2007
Day Zero + 31 = Oct 11, 2007
Total Day Zero Count Suspensions = 0 days
Date of Final Warrant = Oct 5, 2007

Result: The final warrant is dated after Aug 29, 2007 (FAD + 50), but is before Oct 11, 2007 (Day Zero + 31 + 0), so no interest is due.

Example 3: (as shown on the sample form included as Attachment A)

FAD = Jul 10, 2007
FAD + 50 = Aug 29, 2007
Day Zero = Sep 10, 2007
Day Zero + 31 = Oct 11, 2007
Total Day Zero Count Suspensions = 20 days
Date of Final Warrant = Oct 15, 2007

Result: The final warrant is dated after Aug 29, 2007 (FAD + 50) but is before Oct 31, 2007 (Day Zero + 31 + 20), so no interest is due.

Submittal and Review of Interest Payment Information

After completing Form 830236, the Project Engineer shall submit it to the Iowa DOT Administering Office with the final voucher or pay estimate, along with the other paperwork required for Iowa DOT approval of final payment. Upon receipt, the Administering Office will review Form 830236 for completeness. If any of the information is incorrect or incomplete, the Administering Office will contact the Project Engineer. The Project Engineer shall revise and resubmit the form as required.

Payment of Interest

If the date of the final warrant to the Contractor is 50 calendar days or less from the Final Acceptance Date, no interest will be paid. If it is more than 50 calendar days, interest will begin to accrue as of the date indicated on Form 830236. If interest is due, it will be paid according to one of the following procedures:

1. For contracts paid using the Contractor Pay System (CPS): The Iowa DOT Office of Finance will calculate the appropriate amount of interest to be paid, if any. If the amount is over $25, the Office of Finance will issue a warrant to the Contractor for that amount. An interest payment voucher will not be prepared or sent to the LPA for review and approval. Payment will be made from the same account from which the earlier contract payments were made.

2. For contracts paid directly by the LPA: If Form 830236 indicates that interest is due, the LPA shall calculate the amount of interest to be paid using the interest rate as established by Code of Iowa section 12C.6. The LPA may contact the Iowa DOT Office of Finance, Project Accounting and Payables at 515-239-1703 to obtain the current interest rate, as established by this Code section. After calculating the appropriate interest payment, the LPA shall make payment to the Contractor accordingly.

Note: Regardless of which method is used to make the interest payment to the Contractor, such payments are not eligible for reimbursement with Federal funds.

Retention Release

The process for reviewing the final paperwork can be lengthy. Therefore, to reduce the chance that interest will be due to the Contractor, the Project Engineer should submit the final paper work to the Administering Office on or before FAD + 29. Submittal of the final paperwork on or before this date will usually allow enough time for the Iowa DOT to review and approve the final voucher and make final payment to the Contractor for contracts paid using the CPS; or for contracts paid directly by the LPA, for the Iowa DOT to review and approve the final pay estimate and notify the LPA that final payment to the Contractor can be made.

If at any time it appears that submittal of the final paperwork cannot be made on or before FAD + 29, the Project Engineer should consider preparing a Retention Release Voucher for CPS contracts; or for contracts paid directly by the LPA, pay the retainage due, less an amount double any claims on file. This will reduce or eliminate the amount retained and thereby reduce the amount of interest that may be due.

Iowa Department of Transportation

Form 830236 (11-07)

INTEREST PAYMENT INFORMATION

For County and City Projects

Note: For instructions, refer to Instructional Memorandum (I.M.) 3.930, Interest Payment Procedures.

Project Number STP-U-1945(602)--70-77

Project Name / Location 2nd Street Improvements from Walnut to Main Street.

Accounting ID 77-70-1945-602

Contractor XYZ Construction, Inc.

Final Acceptance Date (FAD): Jul 10, 2007

Day Zero Date: Sep 10, 2007

Suspension Periods in the Day Zero Count: (If there are no suspensions, write "None.")

After the contractor's submittal of the final voucher, it was determined that the material certifications for the PCC pavement tie-bars were missing. The Project Engineer's notice to the contractor was dated Sep 15, 2007. The contractor provided the requested certifications on Oct 5, 2007.

Total Suspension Periods in Day Zero Count (days): 20 (if none, enter zero)

If final payment is dated after Aug 29, 2007 (FAD + 50)

Interest will start to accrue on Oct 31, 2007 (Day Zero + 31 + Total Suspension Days)

SAMPLE