



**THE CITY COUNCIL OF WATERLOO, IOWA  
SPECIAL SESSION TO BE HELD AT  
Harold E. Getty Council Chambers  
Monday, July 29, 2024  
5:30 PM**

**CITY OF WATERLOO  
COMMUNITY VISION PLAN**

1. Fly the W: To develop a sense of pride and relationship between residents and the City of Waterloo, and then leverage that pride to communicate the City's attributes to external audiences.
2. Elevate Housing: Redevelop, renovate, or improve 800 residences in Waterloo in eight years by providing access to capital.
3. Celebrate and Connect Neighborhoods: To leverage Waterloo's rich tradition of neighborhoods by celebrating and connecting them with the community and region at large.
4. Waterloo Works: Grow a diverse and skilled workforce in Waterloo that connects people and employers for mutual growth.
5. Crossroads Doubledown: Re-energize the Crossroads Mall area into a sports/recreation-themed gravitational center.
6. Power Up Downtown: Keep Waterloo's core downtown evolving to meet the needs of future generations, supporting and showcasing arts and cultural opportunities and creating an experience like no other.
7. Sportstown USA: To generate excitement, develop youth, and drive investment and economic impact from year-round visitors.
8. Community of Opportunity: Eliminate barriers that keep Waterloo residents, and the community as a whole, from reaching its true potential, creating an equitable, thriving, and sustainable community for future generations.  
Waterloo is a Community of Opportunity, where everyone can prosper.

**GENERAL RULES FOR PUBLIC PARTICIPATION SPECIAL SESSION AGENDA**

- A. Iowa Code Chapter 21 gives the public the right to attend council meetings, but it does not require cities to allow public participation except during public hearings. The public is required to follow the rules listed in this article when speaking during any meeting of the city council.

- B. At the presiding officer's discretion, individuals may address the presiding officer by stepping to the podium, and after recognition by the presiding officer, shall state their name, address, and group affiliation, if appropriate, and speak clearly into the microphone.
- C. Comments shall be germane and refrain from personal, impertinent, or slanderous remarks.
- D. Cell phones and electronic devices shall be set to silent prior to the start of the meeting.

#### **GENERAL RULES FOR PUBLIC COMMENT**

- A. Individuals shall speak one (1) time on only one (1) issue for a maximum of three (3) minutes During the public comment section of the agenda. The public shall not be required to pre-register to speak during public comment. Individuals shall only speak on matters not listed on the regular agenda for that date. Any matter presented shall be directed to the presiding officer and addressed, if necessary, after the meeting.
- B. Council members may speak during public comment portion of the agenda after the public has finished speaking
- C. City staff shall not be required to provide an immediate answer to a matter presented during a council meeting unless it specifically pertains to an item on the agenda

#### **RULES FOR PUBLIC COMMENT DURING PUBLIC HEARINGS**

Individuals may speak during the public comment portion of a scheduled public hearing for a maximum of three (3) minutes or may submit written comments to the city clerk by four o'clock (4:00) P.M. on the day of the public hearing. Groups of citizens with similar viewpoints are encouraged to select a representative to share the viewpoint of the group.

#### **RULES FOR PUBLIC COMMENT DURING AGENDA ITEMS**

At the discretion of the presiding officer, individuals may speak for a maximum of three (3) minutes when the council discusses agenda items. This section does not apply to businesses or parties directly involved in agenda items.

Roll Call.

Prayer or Moment of Silence.

Pledge of Allegiance, Belinda Creighton-Smith, Ward 4 Council Member.

**Approval of Agenda, as proposed or amended.**

**Approval of Minutes of the July 15, 2024, Regular Council Session and Work Session, as proposed or amended.**

#### **CONSENT AGENDA**

The consent agenda is reserved for routine resolutions and motions, acted upon by roll call vote

on a single motion without discussion. Council shall either vote yea or nay when the roll is called. Council members may request that an item be removed from the consent agenda and considered separately. Such a request does not require a second. The public shall be prohibited from requesting that items listed on the consent agenda be removed and considered separately. The public may contact council members with questions regarding consent agenda items. 1-4A-16(A)(8).

1. Bills Payment, Finance Committee Invoice Summary Report, a copy of which is on file in the office of the City Clerk.

## **RESOLUTIONS**

1. Resolution approving a Professional Services Agreement with AECOM Technical Services, of Waterloo, Iowa, in the amount of \$1,973,300.00 for the final design of Phases 2 and 3 of the La Porte Road Improvements Project, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Jamie Knutson, City Engineer

2. Resolution approving award of bid to Peterson Contractors, Inc., of Reinbeck, Iowa, in the amount of \$10,377,066.19, approving the contract, bonds, and certificate of insurance, in conjunction with the FY 2024 La Porte Road Improvements Project, IDOT Agreement No. HDP-8155(787)--71-07, Contract No. 1016, and authorizing the Mayor and City Clerk to execute said documents.

Submitted by: Jamie Knutson, City Engineer

3. Resolution approving a contract with Grout Museum, Inc. in the amount of \$625,000.00, to provide educational services and enhance the quality of life for the residents of Waterloo, Iowa, and authorizing the Mayor to execute said document.

Submitted by:

4. Resolution approving a Professional Services Agreement with Main Street Waterloo, in the amount of \$66,000.00, for Fiscal Year 2025, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

## **ADJOURNMENT**

**Motion to adjourn.**

Kelley Felchle  
City Clerk

July 15, 2024

The City Council of the City of Waterloo, Iowa, met in Regular Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 PM, on Monday, July 15, 2024.

Roll Call.

Mayor Quentin Hart in the Chair. Roll Call: Mr. Boesen, Mr. Nichols, Mr. Chiles, Mr. Simon, Ms. Wilder and Mr. Feuss joined via Zoom. Ms. Creighton-Smith was absent.

Prayer or Moment of Silence.

Pledge of Allegiance, Nia Wilder, Ward 3 Council Member.

Approval of Agenda, as proposed or amended.

Boesen/Wilder

that the agenda, as proposed, be approved. Voice vote-Ayes: Five. Motion carried. (Mr. Simon was unable to cast a vote due to connectivity issues)

Approval of Minutes of the July 1, 2024, Regular Council Session, as proposed or amended.

Boesen/Wilder

that the minutes of the July 1, 2024, Regular Council Session, as proposed, be approved. Voice vote-Ayes: Five. Motion carried. (Mr. Simon was unable to cast a vote due to connectivity issues)

PUBLIC COMMENTS

There were no members of the public in attendance.

Mr. Nichols thanked the Waterloo Police and Fire Departments for their presence, attentiveness and rapid response at the Summer Soul Classic event.

Feuss/Boesen

to close public comments. Voice vote-Ayes: Six. Motion carried.

CONSENT AGENDA

Feuss/Boesen

that the following items on the consent agenda be received and placed on file, including payment of bills for July 8, 2024, in the amount of \$2,807,220.60, and July 15, 2024, in the amount of \$4,795,982.42. Roll Call vote-Ayes: Five. Motion carried. (Mr. Simon was unable to cast a vote due to connectivity issues)

Bills Payment, Finance Committee Invoice Summary Report, a copy of which is on file in the office of the City Clerk.

Roll Call vote-Ayes: Five. Motion carried. (Mr. Simon was unable to cast a vote due to connectivity issues) Resolution adopted and upon approval by Mayor assigned No. 2024-403.

Resolution approving submission of a SMART grant application in the amount of \$1,975,500.00, for improving transportation safety for all roadway users with a focus on Vulnerable Road Users (VRUs) including bicyclists, pedestrians, and motorcyclists by conducting a systems' integration demonstration in downtown Waterloo.

Roll Call vote-Ayes: Five. Motion carried. (Mr. Simon was unable to cast a vote due to connectivity issues) Resolution adopted and upon approval by Mayor assigned No. 2024-404.

Resolution approving the request by Dolores Kaye Dean, for tax exemptions on the construction of a new single-family home valued at \$799,600.00, for property located at 4856 Shelley Court and located in the City Limits Urban Revitalization Area (CLURA).

Roll Call vote-Ayes: Five. Motion carried. (Mr. Simon was unable to cast a vote due to connectivity issues) Resolution adopted and upon approval by Mayor assigned No. 2024-405.

Resolution approving the request by Nermin Ferkic, for tax exemptions on the construction of a new single-family home valued at \$290,000.00, for property located at 125 Coral Drive and located in the Consolidated Urban Revitalization Area (CURA).

Roll Call vote-Ayes: Five. Motion carried. (Mr. Simon was unable to cast a vote due to connectivity issues) Resolution adopted and upon approval by Mayor assigned No. 2024-406.

Resolution approving the request of Anne Sergeant, for a waiver for a concrete driveway, located at 4735 Clover Lane, and authorizing the construction of a concrete driveway and placing a driveway or sidewalk on the city right-of-way on an unimproved street.

Roll Call vote-Ayes: Five. Motion carried. (Mr. Simon was unable to cast a vote due to connectivity issues) Resolution adopted and upon approval by Mayor assigned No. 2024-407.

Resolution approving a variance to lift the truck embargo in the 700-1500 blocks of Rainbow Drive, (Greenhill Road to 300 Ansborough Avenue), for the duration of construction, for the FY 2024 Rainbow Drive Railroad Crossing Repair Project, Contract No. 1108.

Roll Call vote-Ayes: Five. Motion carried. (Mr. Simon was unable to cast a vote due to connectivity issues) Resolution adopted and upon approval by Mayor assigned No. 2024-408.

Resolution setting date of public hearing as August 5, 2024, for the sale and conveyance of city-owned property located southeast of 203 Lafayette Street, in the amount of \$5,000.00, to Cedar River Renaissance, LLC, including approval of a Development Agreement for the construction a new duplex and rehabilitation of the property located at 203-205 Lafayette Street, including \$5,000.00 per new dwelling unit and a development grant of \$50,000.00, and instruct the City Clerk to publish notice.

Roll Call vote-Ayes: Five. Motion carried. (Mr. Simon was unable to cast a vote due to connectivity issues) Resolution adopted and upon approval by Mayor assigned No. 2024-409.

Resolution approving award of bid to Taylor Construction, Inc., of New Vienna, Iowa, in the amount of \$976,021.50, approving the contract, bonds, and certificate of insurance, in conjunction with the FY 2023 Hammond Avenue Bridge Replacement over Sink Creek, Contract No. 922, Iowa DOT Contract No. BROS-8155(759)--8J-07, and authorizing the Mayor

and City Clerk to execute said documents.

Roll Call vote-Ayes: Five. Motion carried. (Mr. Simon was unable to cast a vote due to connectivity issues) Resolution adopted and upon approval by Mayor assigned No. 2024-410.

Motion to approve Final Quantity Summary with Peterson Contractors, Inc., of Reinbeck, Iowa, for a net decrease of \$69,067.95, in conjunction with the FY 2023 E. San Marnan Drive Reconstruction Project, Contract No. 1084, and authorizing the Mayor and City Clerk to execute said document.

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Peterson Contractors, Inc., of Reinbeck, Iowa, in the amount of \$2,428,623.00, in conjunction with the FY 2023 E. San Marnan Drive Reconstruction Project, Contract No. 1084, and receive and file a two-year maintenance bond.

Roll Call vote-Ayes: Five. Motion carried. (Mr. Simon was unable to cast a vote due to connectivity issues) Resolution adopted and upon approval by Mayor assigned No. 2024-411.

**David Deeds**, Board/Commission: Waterloo Airport Board Expiration Date: June 30, 2028, [Renewal].

**John Mrzlak**, Board/Commission: Memorial Hall, Expiration Date: July 15, 2027, [Renewal].

Motion to approve appointment of Jesse Gaherty from Interim Collection Systems Project Director to the position of Collection Systems Project Director in the Waste Management Services division of Public Works, effective July 16, 2024.

Motion approving Recycling Yard License Applications as listed in Exhibit A.

Communication from the Police Department on the notice of the conclusion of employment of Kerry Devine, Police Sergeant, effective July 5, 2024, with recommendation of approval of payout of \$50,598.42 for unused benefits.

Communication from the Community Development Department on the notice of the conclusion of employment of Jennifer Coon, Administrative Secretary, effective June 28, 2024, with recommendation of approval of payout of \$1,410.00 for unused benefits.

Communication from the Finance Department on the notice of the conclusion of employment of Brent Bohlen, Financial Analyst, effective June 28, 2024, with recommendation of approval of payout of \$10,230.66 for unused benefits.

Complete Streets Advisory Committee minutes of March 26, April 30, and May 28 2024.

Liquor Licenses

- a. Cedar Valley Pridefest, 200-300 Blk W. 4th St. / 500-600 Blk of Jefferson St., Class C Alcohol w/Outdoor Service and Sunday Sales (New) Exp: 8/25/2024.
- b. Chaser's Pub, 3005 University Ave., Class C Alcohol w/Outdoor Service and Sunday Sales (Renewal) Exp: 7/7/2025.
- c. Iowa Irish Fest, 315 E. 5th St., Class C Alcohol w/Outdoor Service and Sunday Sales (New) Exp: 8/5/2024.
- d. Iowa Irish Fest, 3238 Dewitt Rd., Class C Alcohol w/Outdoor Service and Sunday Sales (New) Exp: 8/5/2024.
- e. The Iron Horse Saloon, 303 W. 4th St., Class C Alcohol with Sunday Sales (Renewal) Exp: 6/5/2025.

Bonds.

PUBLIC HEARINGS

Request by Lola Burt for the vacate, sale, and conveyance of approximately 6,682 square feet of city-owned right-of-way for \$600.00, located east of 522 Albany Street.

Nichols/Chiles

to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Six. Motion carried.

This being the time and place of the public hearing, the Mayor called for written and oral comments and there were none.

Nichols/Chiles

to close hearing and receive and file recommendation of approval of the Planning, Programming and Zoning Commission. Voice vote-Ayes: Six. Motion carried.

Nichols/Chiles

to receive, file, consider and pass for the first time an ordinance approving a request by Lola Burt to vacate approximately 6,682 square feet of city-owned right-of-way located east of 522 Albany Street. Roll Call vote-Ayes: Six. Motion carried.

Nichols/Chiles

to suspend the rules. Roll Call vote-Ayes: Six. Motion carried.

Nichols/Chiles

to receive, file, consider, and pass for the second and third times and adopt said ordinance. Roll Call vote-Ayes: Six. Motion carried. Ordinance adopted and upon approval by Mayor assigned No. 5770.

Nichols/Chiles

Resolution authorizing the sale and conveyance of city-owned right-of-way located east of 522 Albany Street, in the amount of \$600.00 to Lola Burt with no development agreement, and authorizing the Mayor and City Clerk to execute said documents and Quit Claim Deed. Roll Call vote-Voice vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-412.

Sale and conveyance of city-owned property located east of 427 Rath Street, in the amount of \$10.00, to Ronald Lee Kisner, Jr., including a Development Agreement and Real Estate Contract.

Boesen/Nichols

to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Six. Motion carried.

This being the time and place of the public hearing, the Mayor called for written and oral comments and there were none.

Boesen/Nichols

to close hearing and receive and file oral and written comments. Voice vote-Ayes: Six. Motion carried.

Boesen/Nichols

Resolution authorizing the sale and conveyance of city-owned property located east of 427 Rath Street, in the amount of \$10.00, to Ronald Lee Kisner, Jr., and authorizing the Mayor and City Clerk to execute said documents. Voice vote-Ayes: Four. Nays: Two (Boesen, Simon). Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-413.

Mr. Boesen shared his concern about setting a precedence by allowing a four hundred square foot house.

Noel Anderson, Community Planning and Development Director, explained that the zoning ordinance does allow for a minimum twenty-foot by twenty-foot house.

Mr. Boesen questioned if it falls under the \$5,000 housing grant for infill housing.

Noel Anderson confirmed.

Mr. Boesen questioned if the lot could accommodate a garage as required by code.

Noel Anderson confirmed and explained that the Zoning Ordinance requires a minimum of a ten-foot by fourteen-foot single-stall garage.

Boesen/Nichols

Resolution approving a Development Agreement and Real Estate Contract with Ronald Lee Kisner, Jr. for the construction of a home on the lot east of 427 Rath Street, including a

\$5,000.00 infill housing grant upon completion of the project, and authorizing the Mayor and City Clerk to execute said documents. Voice vote-Ayes: Four. Nays: Two (Boesen, Simon). Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-414.

Proposed funding recommendation set forth by the Community Development Board for the FFY 24-28 Waterloo/Cedar Falls HOME Consortium Five-Year Consolidated Plan/Annual Action Plan.

Feuss/Nichols

to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Six. Motion carried.

This being the time and place of the public hearing, the Mayor called for written and oral comments.

Rudy Jones, Community Planning and Development Director, thanked those who participated in the sub-committee review.

Jeremy Gray, Mosaic Community Planning, provided an overview of the plan.

Feuss/Nichols

to close the hearing and receive and file oral and written comments and recommendations of the Community Development Board. Voice vote-Ayes: Six. Motion carried.

Feuss/Nichols

Resolution approving FFY 24-28 Waterloo/Cedar Falls HOME Consortium Five-Year Consolidated Plan/Annual Action Plan. Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-415.

Feuss/Nichols

Resolution approving funding recommendation set forth by the Community Development Board for the FFY 24-28 Waterloo/Cedar Falls HOME Consortium Five-Year Consolidated Plan/Annual Action Plan. Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-416.

FY 2024 La Porte Road Improvements, IDOT Agreement No. HDP-8155(787)--71-07, Contract No. 1016.

Chiles/Nichols

to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Six. Motion carried.

This being the time and place of the public hearing, the Mayor called for written and oral comments and there were none.

Chiles/Nichols

to close the hearing. Voice vote-Ayes: Six. Motion carried.

Chiles/Nichols

Resolution confirming approval of specifications, bid documents, form of contract, etc., and authorizing to proceed. Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon

approval by Mayor assigned No. 2024-417.

## RESOLUTIONS

Resolution approving an agreement with USDA Wildlife Services to minimize wildlife-related property damage and risk to human health and safety, and authorizing the Mayor to execute said document.

Nichols/Wilder

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No.2024-418.

Resolution approving an agreement with Routeware, Inc., to include a one-time hardware purchase of \$13,487.00 and a monthly subscription fee of \$1,771.90 for a thirty-six-month lease, installation of five new Android Tablets and corresponding subscription service for newly purchased Sanitation trucks and those trucks without current Routeware systems, and authorizing the Mayor to execute said documents.

Nichols/Wilder

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-

Resolution approving an agreement with Routeware, Inc., to include a one-time purchase of Scale Connector Cables of \$384.00 and a monthly subscription fee of \$2,718.24 for twelve Heavy Duty 10" Android Tablets for a thirty-six-month lease, and authorizing the Mayor to execute said documents.

Nichols/Wilder

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-420.

Resolution approving an Agreement for property improvement, with Cindy Ann Blow and Rayvynn Schauf, for the rehabilitation of 219 fallen Street, and authorizing the Mayor and City Clerk to execute said document.

Feuss/Wilder

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-421.

Ms. Wilder thanked the purchasers and shared that she excited to see how it will look and how the neighborhood will feel once it is completed.

Resolution approving the Real Estate Purchase Agreement with Cedar Valley Tech Works, Inc., and Lincoln Savings Bank, for property located at 360 Westfield Avenue, in the amount of \$45,000.00, plus up to \$2,000.00 in closing costs, and authorizing the Mayor and City Clerk to execute said document.

Feuss/Wilder

Roll Call vote-Ayes: Five. Nays: One (Simon). Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-422.

Mr. Boesen questioned why we are buying this piece of property and noted that the addendum in the council packet does not indicate where it is located.

Noel Anderson, Community Planning and Development Director, apologized for the omission of an aerial view, and described the location of the property.

Mr. Boesen questioned if we should anticipate buying more property in that area.

Noel Anderson commented that we should not need to buy more property there.

Mr. Simon questioned if the property price had been negotiated.

Noel Anderson explained that it is the assessed value.

Resolution Directing the Acceptance of a Proposal to Purchase \$5,500,000.00 Sewer Revenue Capital Loan Notes, Series 2024E.

Feuss/Wilder

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-423.

Maggie Burger, Speer Financial, provided an overview and commented that this is in relation to the city's backbone portion of the fiber project.

Resolution approving an Enterprise License Agreement with Environmental Systems Research Institute, Inc., of Redlands, California, in the amount of \$58,500.00 annually for three years, for ESRI Geographic Information Systems Software on an unlimited basis, and authorizing the Mayor to execute said document.

Boesen/Nichols

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-424.

Resolution approving School Resource Officer Agreement with the Waterloo Community School District to provide six School Resource Officers in the schools for FY 2025, in the amount of \$391,195.00 and \$410,755.00 for FY 2026 to include funding for Officer training, and authorizing the Mayor to execute said document.

Boesen/Nichols

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-425.

## ADJOURNMENT

Nichols/Wilder

that the council adjourn at 6:15 p.m. Voice vote-Ayes: Six. Motion carried.

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Kelley Felchle  
City Clerk

July 15, 2024

COUNCIL WORK SESSION  
Harold E. Getty Council Chambers  
3:45 p.m.

Roll Call.

Members present: Mayor Pro Tem Ray Feuss in the Chair. Mr. Boesen, Mr. Nichols, Mr. Chiles, Mr. Simon and Mr. Feuss. Ms. Creighton-Smith and Ms. Wilder were absent.

Agenda, as proposed or amended.

Boesen/Simon  
that the agenda, as proposed, be approved. Voice vote-Ayes: Five. Motion carried.

Approval of Minutes of the June 17, 2024, Council Work Session as proposed or amended.

Boesen/Simon  
that the agenda, as proposed, be approved. Voice vote-Ayes: Five. Motion carried.

Update from Main Street Waterloo.

Jessica Rucker, Main Street Waterloo Director, provided an overview of the impact Main Street Waterloo has had on Downtown Waterloo within the last year.

Mr. Boesen requested a map of the properties located within the 5-minute drive radius.

Ms. Rucker stated that she would send that information to Mr. Boesen.

Mr. Boesen commented that he would like to see the footprint of Main Street shrink to East and West 4th Street.

Ms. Rucker commented that Main Street used to be smaller, but it was expanded through strategic conversations, SSMID, Property Owners, etc.

Mr. Boesen questioned if the 247 businesses since 1996 are still in business here in Waterloo.

Ms. Rucker commented that this number is net.

Mr. Simon questioned if there has been any discussion about creating part of Downtown as part of a pedestrian mall.

Ms. Rucker commented that she had a meeting with Iowa ABD on Friday to discuss a pedestrian mall.

Mr. Chiles questioned why there are not any parklets.

Ms. Rucker provided a brief overview of conversations she has had with business owners. She shared that part of the problem was where business owners would move and store their

parklets. She is hopeful that next year will bring more interest in parklets as people begin to understand the ordinance and have developed a plan and budget to move forward.

#### Discussion of Waterloo Fire Rescue Fees.

Chief Beck presented three ideas as possible methods of cost recovery for Waterloo Fire Rescue. He explained Waterloo Fire Rescue's involvement in each of the three services and reviewed the proposed fees through an ordinance he plans to submit for council approval at the next meeting. He further explained that the collection of unpaid fees would run through the current collection agency.

He proposed that a flat fee of \$500 is assessed to the owner of a vehicle fire, not due to a motor vehicle accident or arson, where Waterloo Fire Rescue responds. This is the typical maximum amount payable by private auto insurance policies for fire department fees. For vehicles not covered with comprehensive care, he would like to have the ability, as chief, to waive the fee for underinsured or self-insured drivers who meet financial hardship guidelines set by Waterloo Fire Rescue.

Chief Beck also proposed an increase in fees for the use of an absorbent by Waterloo Fire Rescue personnel for the mitigation of engine fluid spills. This increase would be from \$75 to \$150 per 40 pound bag.

The third increase would be for fees associated with Commercial Building Fires. These updated prices will be the first increase since 2001. The current minimum fee for service is \$500, with rights for the chief to waive it. He is proposing to set fixed "per hour" rates of \$170 for the Command Vehicle; \$450 for the Aerial Device; \$270 for the Engine/Rescue Truck and \$350 for an Ambulance. He would also increase the minimum charge to \$1,100.

#### ADJOURNMENT

Chiles/Boesen

that the council adjourn at 4:45 p.m. Voice vote-Ayes: Five. Motion carried.

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Kelley Felchle  
City Clerk

Contract No. \_\_\_\_\_  
Owner Project No. \_\_\_\_\_

Iowa DOT Project No. HDP-8155(787)-71-07

**Standard Consultant Contract**  
***For Local Public Agency Consultant Contracts with Federal-aid Participation***

This **AGREEMENT**, made as of the date of the last party's signature below, is by and

**BETWEEN** City of Waterloo, the **Owner**, located at:

715 Mulberry Street  
Waterloo, Iowa 50703  
Phone: (319) 291-4312  
FAX: (319) 291-4262

and AECOM Technical Services, Inc., the **Consultant**, located at:

501 Sycamore Street, Suite 222  
Waterloo, Iowa 50703  
Phone: (319) 232-6531  
FAX: (319) 232-0271

For the following Project: La Porte Road Reconstruction Project.

The **Owner** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The **Owner** desires to employ the **Consultant** to provide preliminary and final design and engineering services to assist with the development and completion of the Project. The **Consultant** is willing to perform engineering services in accordance with the terms of this Agreement.

## TABLE OF CONTENTS

### Article Number And Description

#### **1 Initial Information**

- 1.1 Project Parameters
- 1.2 Financial Parameters
- 1.3 Project Team
- 1.4 Time Parameters

#### **1.5 Minimum Qualification Standards**

#### **2 Entire Agreement, Required Guidance and Applicable Law**

- 2.1 Entire Agreement of the Parties
- 2.2 Required Guidance
- 2.3 Applicable Law

#### **3 Form of Compensation**

- 3.1 Method of Reimbursement for the Consultant
- 3.2 Subconsultant's Responsibilities for Reimbursement

#### **4 Terms and Conditions**

- 4.1 Ownership of Engineering Documents
- 4.2 Subconsultant Contract Provisions and Flow Down
- 4.3 Consultant's Endorsement on Plans
- 4.4 Progress Meetings
- 4.5 Additional Documents
- 4.6 Revision of Work Product
- 4.7 Extra Work
- 4.8 Extension of Time
- 4.9 Responsibility for Claims and Liability
- 4.10 Current and Former Agency Employees (Conflicts of Interest)
- 4.11 Suspension of Work
- 4.12 Termination of Agreement
- 4.13 Right to Set-off
- 4.14 Assignment or Transfer
- 4.15 Access to Records
- 4.16 Iowa DOT and FHWA Participation
- 4.17 Nondiscrimination Requirements
- 4.18 Compliance with Title 49, Code of Federal Regulations, Part 26
- 4.19 Severability

Attachment A - Scope of Services

Attachment B - Specifications

Attachment C - Fees and Payments

Attachment C-1 – Cost Analysis Worksheet

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment E - Certification of Consultant

Attachment F - Certification of Owner

Attachment G - Sample Invoice Form

## ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

### 1.1 Project Parameters

The objective or use is: Provide Preliminary and Final Design and Engineering Services to assist with the development and completion of the Project.

### 1.2 Financial Parameters

#### 1.2.1 Amount of the **Owner's** budget for the **Consultant's** compensation is:

|                                           |                       |
|-------------------------------------------|-----------------------|
| Division I (RAISE, STBG, & Local Funding) | \$1,723,400.00        |
| Division II (RAISE and Local Funding)     | \$ 172,000.00         |
| Division III (Local Funding)              | \$ 73,200.00          |
| <b>Total</b>                              | <b>\$1,968,600.00</b> |

#### 1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is:

|              |                      |
|--------------|----------------------|
| Division I   | \$ 273,300.00        |
| Division II  | \$ 37,200.00         |
| Division III | \$ 19,500.00         |
| <b>Total</b> | <b>\$ 330,000.00</b> |

### 1.3 Project Team

#### 1.3.1 The **Owner's** Designated Representative, identified as the **Contract Administrator** is: Mr. Jamie Knutson, PE, City Engineer

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

#### 1.3.2 The **Consultant's** Designated Representative is: Ms. Michelle Sweeney, PE, PTOE, Project Manager

#### 1.3.3 The subconsultants retained at the **Consultant's** expense are identified in the following table:

| <u>Subconsultant</u>                   | <u>Amount Authorized</u> | <u>Maximum Amount Payable</u> | <u>Method of Payment</u> |
|----------------------------------------|--------------------------|-------------------------------|--------------------------|
| <b><u>Division I</u></b>               |                          |                               |                          |
| HR Green                               | \$131,100.00             | \$142,800.00                  | CPFF                     |
| Terracon                               | \$ 37,700.00             | \$ 41,200.00                  | CPFF                     |
| Robinson Engineering                   | \$ 82,000.00             | \$ 89,300.00                  | CPFF                     |
| Total                                  | \$250,800.00             | \$273,300.00                  |                          |
| <b><u>Division II</u></b>              |                          |                               |                          |
| RITLAND+KUIPER L.A.                    | \$33,800.00              | \$37,200.00                   | Unit Rate                |
| Total                                  | \$33,800.00              | \$37,200.00                   |                          |
| <b><u>Division III</u></b>             |                          |                               |                          |
| HR Green                               | \$ 8,800.00              | \$ 9,600.00                   | CPFF                     |
| Iowa Counts                            | \$ 9,000.00              | \$ 9,900.00                   | Unit Price               |
| Total                                  | \$17,800.00              | \$19,500.00                   |                          |
| <b>Total (Divisions I,II,&amp;III)</b> | <b>\$302,400.00</b>      | <b>\$330,000.00</b>           |                          |

## 1.4 Time Parameters

**1.4.1** The **Consultant** shall begin work under this Agreement upon receipt of a written notice to proceed from the **Owner**.

**1.4.2** Milestones for completion of the work under this Agreement as follows:

1. Completion of all work under this agreement shall be on or before 6/30/2026 unless extended by written approval of the **Contract Administrator** or adjusted by supplemental agreement.

**1.4.3** The **Consultant** shall not begin final design activities until after the **Owner** has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the **Owner** will provide the **Consultant** notice to proceed with final design activities.

## 1.5 Minimum Qualification Standards (MQS)

**1.5.1** The **Consultant** and their subconsultants are required to meet the Minimum Qualifications Standards (MQS) requirements of specified work categories as defined in the Iowa DOT's Policy and Procedure Manual (PPM), Policy No. 300.04, at the time of contract execution, and for the duration of the contract. Work under this contract will require the consultant team to meet the requirements of Work Categories 212-215. Failure to meet the requirements during the contract will result in cancellation of any remaining portion of the contract.

**1.5.2** All services within this agreement shall be performed by the **Consultant** or subconsultant who meets the MQS of the specified work categories as defined Iowa DOT PPM 300.04. If no work category exists for a particular service, normal methods of acceptance shall be used, such as experience, typical licensure, certification or registration, or seals of approval by others.

## ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE, AND APPLICABLE LAW

**2.1 Entire Agreement of the Parties.** This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.

**2.2 Required Guidance.** All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.

**2.3 Applicable Law.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the Black Hawk County District Court of Iowa, Waterloo, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the **Owner**. The **Consultant** shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

## ARTICLE 3 FORM OF COMPENSATION

### 3.1 Method of Reimbursement for the Consultant.

**3.1.1** Compensation for the **Consultant** shall be computed in accordance with one of the following compensation methods, as defined in Attachment C:

- .1 ☒ Cost Plus Fixed Fee - Attachment C
- .2 ☐ Lump Sum - Attachment C
- .3 ☐ Specific Rate of Compensation - Attachment C
- .4 ☐ Unit Price - Attachment C
- .5 ☐ Fixed Overhead Rate - Attachment C

**3.1.2** When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the **Consultant**.

**3.2 Subconsultant's Responsibilities for Reimbursement.** The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** or other subconsultant unless the **Contract Administrator**, Iowa DOT, and FHWA (when applicable) have given prior written approval.

## ARTICLE 4 TERMS AND CONDITIONS

### 4.1 Ownership of Engineering Documents

**4.1.1** All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.

**4.1.2** The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.

**4.1.3** The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

**4.1.4** The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

**4.1.5** The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

### 4.2 Subconsultant Contract Provisions and Flow Down

**4.2.1** All provisions of this Agreement between the **Owner** and **Consultant** shall also apply to all subconsultants hired by the **Consultant** to perform work pursuant to this Agreement. It is the **Consultant's** responsibility to ensure all contracts between **Consultant** and its subconsultants contain all provisions required of Consultant in this Agreement. The only recognized exception to this requirement is under provision 3.1.2 when the subconsultant has a different method of reimbursement than the **Consultant**.

**4.2.2** The **Consultant** may not restrict communications between the **Owner** and any of the subconsultants. The **Consultant** will encourage open communication among the **Owner**, the **Consultant** and the subconsultants.

**4.3 Consultant's Endorsement on Plans.** The **Consultant** and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

**4.4 Progress Meetings.** From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

**4.5 Additional Documents.** At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient documents, or other data, in such detail as may be required for the purpose of review.

#### **4.6 Revision of Work Product**

**4.6.1** Drafts of work products shall be reviewed by the **Consultant** for quality control and then be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work."

**4.6.2** In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

**4.6.3** Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.7.

**4.7 Extra Work.** If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Consultant** shall promptly develop a scope and budget for the extra work and submit it to the **Contract Administrator**. The **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. The **Consultant** shall not proceed with "Extra Work" without prior written approval from the **Owner** and concurrence from the Iowa DOT. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the **Consultant's** risk. The **Owner** has the right, at its discretion, to disallow those costs. However, the **Owner** shall have benefit of the service rendered.

**4.8 Extension of Time.** The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays beyond the reasonable control of the **Consultant**.

## 4.9 Responsibility For Claims And Liability

**4.9.1** The **Consultant** agrees to defend, indemnify, and hold the **Owner**, the State of Iowa, the Iowa DOT, their agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or attorneys' fees, including any stipulated damages or penalties, which may be suffered by the **Owner** as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the **Consultant** or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.

**4.9.2** The **Consultant** shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of \$1,000,000 per claim and in the aggregate, and all such other insurance required by law. Proof of **Consultant's** insurance for professional liability coverage and all such other insurance required by law will be provided to the **Owner** at the time the contract is executed and upon each insurance coverage renewal.

## 4.10 Current and Former Agency Employees (Conflicts of Interest)

The **Consultant** shall not engage the services of any current employee of the **Owner** or the Iowa DOT unless it obtains the approval of the **Owner** or the Iowa DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The **Consultant** shall not engage the services of a former employee of the **Owner** or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the **Consultant** shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

## 4.11 Suspension of Work under this Agreement

**4.11.1** The right is reserved by the **Owner** to suspend the work being performed pursuant to this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with the applicable provisions in Article 4.12.2 or Article 4.12.3 below.

**4.11.2** Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.

**4.11.3** In the event the **Owner** suspends the work being performed pursuant to this Agreement the **Consultant** with approval from the **Contract Administrator**, has the option, after 180 days to terminate the contract.

## 4.12 Termination of Agreement

**4.12.1** The right is reserved by the **Owner** to terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to the **Consultant**.

**4.12.2** In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.

**4.12.3** In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract**

**Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.

**4.12.4** This Agreement will be considered completed when the scope of the project has progressed sufficiently to make it clear that the scope of services has been completed and the project letting can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

**4.13 Right to Set-off.** In the event that the **Consultant** owes the **Owner** any sum under the terms of this Contract, the **Owner** may set off the sum owed to the **Owner** against any sum owed by the **Owner** to the **Consultant** under any other contract or matter in the **Owner's** sole discretion, unless otherwise required by law. The **Consultant** agrees that this provision constitutes proper and timely notice of the **Owner's** intent to utilize any right of set-off.

**4.14 Assignment or Transfer.** The **Consultant** is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the **Contract Administrator** and concurrence is received from the Iowa DOT and FHWA, if applicable.

**4.15 Access to Records.** The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the **Owner**, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

**4.16 Iowa DOT and FHWA Participation.** The work under this Agreement is contingent upon and subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the **Consultant** and the **Owner**, and to participate in the review or examination of the work in progress as well as any final deliverable.

**4.17 Nondiscrimination Requirements.**

**4.17.1** During the performance of this Agreement, the **Consultant** agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa, Chapter 216. The **Consultant** will not discriminate on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.

**4.17.2** In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability.

**4.17.3** In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA may determine to be appropriate, including, but not limited to withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, or the Agreement is otherwise suspended or terminated.

**4.17.4** The **Consultant** shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:

During the performance of this contract, the **Consultant**, for itself, its assignees and successors in interest (hereinafter referred to as the "**Consultant**") agrees as follows:

1. Compliance with Regulations: The **Consultant** shall comply with the Regulations relative to non-

discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The **Consultant**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The **Consultant** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information the **Consultant** shall so certify to the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this contract, the **Owner** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the **Consultant** under the contract until the **Consultant** complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The **Consultant** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Consultant** shall take such action with respect to any subcontract or procurement as the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the **Owner** or the Iowa Department of Transportation; and, in addition, the **Consultant** may request the United States to enter into such litigation to protect the interests of the United States.

#### **4.18 Compliance with Title 49, Code of Federal Regulations, Part 26**

**4.18.1** The **Consultant** agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

**4.18.2** The **Consultant** shall pay its subconsultants for satisfactory performance of their work no later

than 30 days from receipt of each payment it receives from the **Owner** for such work. If the **Owner** holds retainage from the **Consultant**, the **Consultant** may also withhold retainage from its subconsultant(s). If retainage is withheld from a subconsultant, full payment of such retainage shall be made within 30 days after the subconsultant's work is satisfactorily completed.

**4.18.3** Upon notification to the **Consultant** of its failure to carry out the requirements of this Article, the **Owner**, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the **Owner** or such remedy as the **Owner**, Iowa DOT or the FHWA deems appropriate, which may include, but is not limited to:

1. withholding monthly progress payments;
2. assessing sanctions;
3. liquidated damages; and / or

**4.19 Severability.** If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

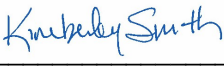
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

**AECOM Technical Services, Inc.**

By  Date: July 19, 2024

Douglas W. Schindel, PE  
Vice President

ATTEST:

By  Date: July 19, 2024

Kimberley Smith

**City of Waterloo**

By \_\_\_\_\_ Date: \_\_\_\_\_

Quentin Hart  
Mayor

**IOWA DEPARTMENT OF TRANSPORTATION**

Accepted for FHWA Authorization\*

By \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

**ATTACHMENT A**  
**Scope of Services**

**City of Waterloo**  
**La Porte Road Reconstruction Project – Highway 218 to Bopp Street**  
**Preliminary and Final Design Services**  
**Project Number: HDP-8155(787)–71-07**

This project consists of the preliminary and final design of Phase 2 and 3 of the La Porte Road Reconstruction Project from the Highway 218 slip ramp to the Bopp Street intersection. The final design services include geotechnical review, grading, paving, bicycle and pedestrian facilities, storm and sanitary sewers, box culvert reconstruction, traffic signalization, roundabout, streetlighting, access management modifications, landscaping, aesthetics, and right-of-way activities.

The final design under this agreement will be split into a maximum of two construction packages for La Porte Road bidding. Phase 2 roadway limits will be from Highway 218 slip ramp to Ridgeway Avenue which includes a recreational trail connection to 18<sup>th</sup> Street and Phase 3 roadway limits will be from Ridgeway Avenue to Bopp Street.

The Scope of Services is described in more detail as follows:

***Division I – Preliminary & Final Design (RAISE Grant, SWAP, and Local Funding)***

**PRELIMINARY DESIGN – The following tasks lead to the completion of Preliminary Design for the revised Phases 2 & 3 as described in the RAISE Grant Agreement.**

**Geotechnical Engineering – Tasks 1-2.** The soil borings and geotechnical engineering activities will be completed by Terracon Consultants. The scope of geotechnical engineering activities is intended to provide the necessary design recommendations for the grading and paving of the project. The following tasks are included in this scope:

Task 1 – Soil Borings. Soil borings will be obtained to determine the subsurface conditions in the corridor. The number and depth of borings, as well as the number and type of samples obtained, will be sufficient to complete the geotechnical engineering and recommendations for the project. It is anticipated that soil borings will be obtained at approximate 400-foot intervals for the Phase 2 and 3 project limits.

Task 2 – Geotechnical Engineering, Report and Recommendations. The geotechnical engineering will include the necessary laboratory testing, classifications and geotechnical engineering analysis required to develop the final geotechnical engineering recommendations for the project, including subgrade treatment recommendations and pavement thickness.

**Preliminary Design – La Porte Road Phase 2 – Tasks 3-20.** The following tasks lead to the completion and submittal of preliminary grading, drainage and paving construction plans and Iowa DOT Preliminary Plan Checklist for the Phase 2 Project. Preliminary design will be completed in accordance with Iowa DOT Standards. HR Green will assist in completing the tasks associated with the traffic signalization and streetlighting design. Robinson Engineering will assist in completing the tasks associated with the erosion control sheets. The following tasks are included:

Task 3 – Title Sheet and Legend Sheet (A Sheet)

Task 4 – Typical Sections (B Sheets)

Task 5 – Plan and Profile Sheets (D and E Sheets)

Task 6 – Recreational Trail and Sidewalk Design and Sheets (E Sheets)

Task 7 – Removal Sheets (DR Sheets)

Task 8 – Right-of-Way Design and Sheets (H Sheets)

Task 9 – Staging and Traffic Control Design and Sheets (J Sheets)

Task 10 – Roundabout and Intersections Design and Sheets (L Sheets)

Task 11 – Drainage Analysis

Task 12 – Storm Sewer Sheets (M Sheets)

Task 13 – Traffic Signal Design and Sheets (Completed by HR Green) (N Sheets)

Task 14 – Pavement Marking Sheets (N Sheets)

Task 15 – Streetlighting Design and Sheets (Completed by HR Green) (P Sheets)

Task 16 – Erosion Control Sheets (Completed by Robinson Engineering) (RC, RR and RU Sheets)

Task 17 – Ramp Design and Sheets (S Sheets)  
Task 18 – Cross Sections (W and X Sheets)  
Task 19 – Construction Cost Estimates  
Task 20 – Existing Utility Review/Accommodation

**Preliminary Design – La Porte Road Phase 3 – Tasks 21-39.** The following tasks lead to the completion and submittal of preliminary grading, drainage and paving construction plans and Iowa DOT Preliminary Plan Checklist for the Phase 3 Project. Preliminary design will be completed in accordance with Iowa DOT Standards. HR Green will assist in completing the tasks associated with the traffic signalization and streetlighting design. Robinson Engineering will assist in completing the tasks associated with erosion control sheets. The following tasks are included:

Task 21 – Title Sheet and Legend Sheet (A Sheet)  
Task 22 – Typical Sections (B Sheets)  
Task 23 – Plan and Profile Sheets (D and E Sheets)  
Task 24 – Recreational Trail and Sidewalk Design and Sheets (E Sheets)  
Task 25 – Removal Sheets (DR Sheets)  
Task 26 – Right-of-Way Design and Sheets (H Sheets)  
Task 27 – Staging and Traffic Control Design and Sheets (J Sheets)  
Task 28 – Intersections Design and Sheets (L Sheets)  
Task 29 – Drainage Analysis  
Task 30 – Storm Sewer Sheets (M Sheets)  
Task 31 – Traffic Signal Design and Sheets (Completed by HR Green) (N Sheets)  
Task 32 – Pavement Marking Sheets (N Sheets)  
Task 33 – Streetlighting Design and Sheets (Completed by HR Green) (P Sheets)  
Task 34 – Erosion Control Sheets (Completed by Robinson Engineering) (RC, RR and RU Sheets)  
Task 35 – Ramp Design and Sheets (S Sheets)  
Task 36 – San Marnan Box Culvert Analysis, Design and Sheets (V Sheets)  
Task 37 – Cross Sections (W and X Sheets)  
Task 38 – Construction Cost Estimates  
Task 39 – Existing Utility Review/Accommodation

**FINAL DESIGN – The following tasks lead to the completing of the Final Design for the revised Phases 2 & 3 as described in the RAISE Grant Agreement.**

**Final Design – La Porte Road Phase 2 – Tasks 40-67.** The following tasks lead to the completion and submittal of final grading, drainage and paving construction plans for the project. Final design will be completed in accordance with Iowa DOT Standards and prepared for an Iowa DOT letting. HR Green will assist in completing the tasks associated with the traffic signalization and streetlighting design. Robinson Engineering will assist in completing the tasks associated with erosion control sheets. The following tasks are included:

Task 40 – Title and Legend Sheets (A Sheets)  
Task 41 – Typical Sections and Details (B Sheets)  
Task 42 – Bid Items and General Notes (C Sheets)  
    a. Bid Item and Quantity Listing  
    b. Estimate Reference Information  
    c. General Notes  
Task 43 – Tabulations and Quantities (C Sheets)  
Task 44 – Plan and Profile Sheets (D and E Sheets)  
    a. Mainline La Porte Road  
    b. Side Road Connections  
    c. Roundabout  
    d. Recreational Trail and Sidewalk Design and Sheets (E Sheets)  
Task 45 – Removal Sheets (DR Sheets)  
Task 46 – Temporary Pavement Sheets (F Sheets)  
Task 47 – Geometric Layout Sheets (G Sheets)  
Task 48 – Right-of-Way Sheets (H Sheets)  
Task 49 – Staging and Traffic Control Design (J Sheets)

Task 50 – Ramp Sheets (K Sheets)  
Task 51 – Roundabout and Intersection Details (L Sheets)  
Task 52 – Storm Sewer Design Sheets (M Sheets)  
Task 53 – Subdrainage Design  
Task 54 – Hydrologic / Hydraulic Review  
Task 55 – Traffic Signalization Sheets (Completed by HR Green) (N Sheets)  
     a. Signals along La Porte Road (2 – Mitchell Avenue, Ridgeway Avenue)  
     b. Signals along Highway 218 Modifications for ADA Improvements  
Task 56 – Signing and Pavement Markings Design (N Sheets)  
Task 57 – Streetlighting Design (Completed by HR Green) (P Sheets)  
Task 58 – Temporary Erosion Control Design/SWPPP (Completed by Robinson Engineering) (RC, RE, and RU Sheets)  
Task 59 – ADA Sidewalk Details (S Sheets)  
     a. Recreational Trail and Sidewalk along La Porte Road  
     b. Recreational Trail along Highway 218  
Task 60 – Soils and Earthwork Design (T Sheets)  
Task 61 – Special Details (U Sheets)  
Task 62 – Cross Sections (W and X Sheets)  
Task 63 – Quality Control Review  
Task 64 – Printing and Submittals  
Task 65 – Construction Cost Opinion  
Task 66 – Special Provisions (Includes Public Interest Findings for Traffic Signals and Streetlighting)  
Task 67 – Field Review

**Final Design – La Porte Road Phase 3 – Tasks 68-95.** The following tasks lead to the completion and submittal of final grading, drainage and paving construction plans for the project. Final design will be completed in accordance with Iowa DOT Standards and prepared for an Iowa DOT letting. HR Green will assist in completing the tasks associated with the traffic signalization and streetlighting design. Robinson Engineering will assist in completing the tasks associated with erosion control sheets. The following tasks are included:

Task 68 – Title and Legend Sheets (A Sheets)  
Task 69 – Typical Sections and Details (B Sheets)  
Task 70 – Bid Items and General Notes (C Sheets)  
     a. Bid Item and Quantity Listing  
     b. Estimate Reference Information  
     c. General Notes  
Task 71 – Tabulations and Quantities (C Sheets)  
Task 72 – Plan and Profile Sheets (D and E Sheets)  
     a. Mainline La Porte Road  
     b. Side Road Connections  
Task 73 – Removal Sheets (DR Sheets)  
Task 74 – Temporary Pavement Sheets (F Sheets)  
Task 75 – Geometric Layout Sheets (G Sheets)  
Task 76 – Right-of-Way Sheets (H Sheets)  
Task 77 – Staging and Traffic Control Design (J Sheets)  
Task 78 – Intersection Details (L Sheets)  
Task 79 – Storm Sewer Design Sheets (M Sheets)  
Task 80 – Subdrainage Design  
Task 81 – Hydrologic / Hydraulic Review  
Task 82 – Traffic Signalization Sheets (Completed by HR Green) (N Sheets)  
     a. Signals along La Porte Road (2 – Fire Station, San Marnan Drive)  
     b. Fire Station Beacon  
Task 83 – Signing and Pavement Markings Design (N Sheets)  
Task 84 – Streetlighting Design (Completed by HR Green) (P Sheets)  
Task 85 – Temporary Erosion Control Design/SWPPP (Completed by Robinson Engineering) (RC, RE, and RU Sheets)  
Task 86 – ADA Sidewalk Details (S Sheets)  
Task 87 – Soils and Earthwork Design (T Sheets)  
Task 88 – Special Details (U Sheets)  
Task 89 – San Marnan Box Culvert Analysis, Design and Sheets (V Sheets)

Task 90 – Cross Sections (W and X Sheets)

Task 91 – Quality Control Review

Task 92 – Printing and Submittals

Task 93 – Construction Cost Opinion

Task 94 – Special Provisions (Includes Public Interest Findings for Traffic Signals and Streetlighting)

Task 95 – Field Review

## **PHASE 2 & 3 TASKS**

**Right-of-Way Activities – Tasks 96-101.** The following tasks include final right-of-way design and preparation of acquisition plats and descriptions for necessary property acquisition of the project. The City of Waterloo will complete the property acquisitions. It is estimated that 30 property owner meetings will be necessary during the right-of-way acquisition process. For the purpose of estimating staff hours, a total of 47 temporary easements, 14 permanent easements, and 22 partial acquisition plats and legal descriptions were estimated. The following tasks are included:

Task 96 – Additional Property Surveys, Location of Property Pins

Task 97 – Preparation of Acquisition Plats and Legal Descriptions (22 Plats)

Task 98 – Right-of-Way Staking (30 Properties)

Task 99 – Property Owner Meetings (30)

Task 100 – Coordination with Right-of-Way Acquisition Staff

Task 101 – Temporary and Permanent Easement Exhibits (47 Temporary and 14 Permanent Easements)

**Public Meetings – Tasks 102-106.** These tasks include preparation for and attendance at public informational activities, as needed, for this project. These activities will include two public informational meeting, three presentations at City Council meetings or work sessions, and up to ten meetings with individual property owners or neighborhood groups. These tasks will also include the use of social media to maintain an on-line presence throughout the design and construction process. The following tasks are included:

Task 102 – Public Informational Meeting (2)

Task 103 – Council Meetings (3)

Task 104 – Property Owner Meetings (10)

Task 105 – Social Media Outreach - Project Website (on City of Waterloo Site and Facebook)

Task 106 – Renderings of Corridor and Aesthetics (8)

**Project Administration, Permitting, and Meetings – Tasks 107-115.** These tasks include project administration, coordination and meetings throughout the project development. Permitting for the project is anticipated to include the NPDES construction permit. These tasks also include pre-letting activities and general project administration. The following identifies tasks leading to the completion of project administration, meetings, and coordination during the design phase of the project.

Task 107 – Utility Company Coordination

Task 108 – Presentation Materials (3 Meetings)

Task 109 – NPDES (Phase 2 & 3) (NPDES Permit to be completed by Robinson Engineering)

Task 110 – Assistance with Utility Agreements (Phase 2 & 3)

Task 111 – Project Management Team Meetings (24)

Task 112 – Project Team Coordination

Task 113 – Railroad Coordination

Task 114 – Pre-letting Activities (Phase 2 & 3)

Task 115 – Project Administration

## ***Division II – Preliminary & Final Design (RAISE Grant and Local Funding Only)***

**Preliminary and Final Design – La Porte Road Phase 2 – Tasks 116-126.** The following tasks lead to the completion and submittal of preliminary and final design for the landscaping and sanitary sewer plans and Iowa DOT Preliminary Plan Checklist for the Phase 2 Project. Preliminary and final designs will be completed in accordance with Iowa DOT Standards. RITLAND+KUIPER Landscape Architects will assist in completing the tasks associated with landscaping. The landscaping and sanitary sewer plans and special provisions will be incorporated into the roadway construction plans and will not be a stand-alone set with a separate construction letting.

Task 116 – Preliminary Landscaping Design and Sheets (Completed by RITLAND+KUIPER Landscape Architects) (I Sheets)

Task 117 – Preliminary Aesthetic Design and Sheets (I Sheets)

Task 118 – Final Landscaping Design and Sheets (Completed by RITLAND+KUIPER Landscape Architects) (I Sheets)

- a. Trees
- b. Plantings

Task 119 – Aesthetic Enhancements Design (I Sheets)

- a. Gateway Features
- b. Major Intersection Markers
- c. Roundabout
- d. Crosswalk/Median Enhancements

Task 120 – Aesthetic Enhancements Special Provisions

Task 121 – Service Area Review

Task 122 – Review of Existing Sewer Conditions

Task 123 – Preliminary Sanitary Sewer Sheets (MSA Sheets)

Task 124 – Final Sanitary Sewer Sheets (MSA Sheets)

Task 125 – Sanitary Sewer Permit

Task 126 – Sanitary Special Provisions

**Preliminary and Final Design – La Porte Road Phase 3 – Tasks 127-138.** The following tasks lead to the completion and submittal of preliminary and final design for the landscaping and sanitary sewer plans and Iowa DOT Preliminary Plan Checklist for the Phase 3 Project. Preliminary and final designs will be completed in accordance with Iowa DOT Standards. RITLAND+KUIPER Landscape Architects will assist in completing the tasks associated with landscaping. The landscaping and sanitary sewer plans and special provisions will be incorporated into the roadway construction plans and will not be a stand-alone set with a separate construction letting.

Task 127 – Preliminary Landscaping Design and Sheets (Completed by RITLAND+KUIPER Landscape Architects) (I Sheets)

Task 128 – Preliminary Aesthetic Design and Sheets (I Sheets)

Task 129 – Final Landscaping Design and Sheets (Completed by RITLAND+KUIPER Landscape Architects) (I Sheets)

- c. Site Furnishings
- d. Trees
- e. Plantings

Task 130 – Aesthetic Enhancements Design (I Sheets)

- f. Gateway Features
- g. Major Intersection Markers
- h. Roundabout
- i. Crosswalk/Median Enhancements

Task 131 – Aesthetic Enhancements Special Provisions

Task 132 – Service Area Review

Task 133 – Review of Existing Sewer Conditions

Task 134 – Preliminary Sanitary Sewer Sheets (MSA Sheets)

Task 135 – Final Sanitary Sewer Sheets (MSA Sheets)

Task 136 – Sanitary Sewer Permit

Task 137 – Sanitary Special Provisions

Task 138 – Public Interest Findings (As Necessary – Sewer and Enhancements)

### ***Division III – Preliminary & Final Design (Local Funding Only)***

**Preliminary and Fiber Design – La Porte Road Phases 2 & 3 – Tasks 139-144.** The following tasks lead to the completion and submittal of preliminary and final design for the fiber plans and Iowa DOT Preliminary Plan Checklist for the Phases 2 and 3. These tasks include design and coordination with Waterloo Fiber for improvements to the City fiber network in the Phases 2 and 3 project limits. The fiber plans and special provisions will be incorporated into the roadway construction plans and will not be a stand-alone set with a separate construction letting.

Task 139 – Coordination with Waterloo Fiber

Task 140 – Preliminary Fiber Sheets (Phases 2 & 3)

Task 141 – Fiber Sheets (Phase 2)

Task 142 – Fiber Sheets (Phase 3)

Task 143 – Special Provisions

Task 144 – Public Interest Findings (Fiber)

**RAISE Grant Agreement Baseline Report – Tasks 145-147.** The work for updated crash report analysis shall include review of updated crash data and crash analysis on La Porte Road for the RAISE Agreement baseline. Crash rates will be measured and reported as crashes per 100 million VMT and identified by the following severity categories: fatal, injury, and property damage only (PDO) crashes. HR Green will assist with this task. The work for updated traffic counts and new bicycle and pedestrian counts shall include updated traffic counts and new bicycle and pedestrian counts at the intersections of Shaulis Road, San Marnan Drive, and Mitchell Avenue for the RAISE Agreement baseline. Average daily bicycle and pedestrian counts using National Bicycle & Pedestrian Documentation Project methodology will be completed by conducting hourly counts. Counts will be collected on a typical weekday, Saturday, and Sunday and should be conducted monthly to produce the quarterly average. Iowa Traffic Counts will assist with this task. The following identifies tasks leading to the completion of the RAISE Agreement baseline determination and coordination during the design phase of the project.

Task 145 – Updated Crash Report Analysis (Completed by HR Green)

Task 146 – Updated Traffic Counts and New Bicycle and Pedestrian Counts (Completed by Iowa Traffic Counts)

Task 147 – Coordination with FHWA and USDOT

## **CONSTRUCTION-RELATED SERVICES**

The scope for construction-related services (Phases 1, 2, and 3 of La Porte Road Reconstruction Project) will be determined at the time the services are needed and defined under a future amendment to this agreement. Construction-related services include construction staking, on-site field review, materials testing, contract administration during construction and right-of-way staking, including new property pins.

## ATTACHMENT B ROAD DESIGN SPECIFICATIONS

Services provided by the **Consultant** under this agreement shall be in conformity with the Standard Practices and Requirements set forth below.

Preparation of plans, specifications, and estimates shall be guided by current Iowa DOT Highway Division's Road Design Manual, current Standard Road Plans, current Road Design Details, current Office of Design MicroStation Consultant Information, current Standard Specifications for Highway and Bridge Construction, and applicable sections of the Federal Aid Policy Guide (FAPG). The consultant shall monitor updates to these documents and incorporate all relevant changes as the contract progresses. This information may be found at: <http://www.iowadot.gov/design/automation.htm>. If changes cannot be incorporated within the agreed upon budget, the consultant shall send a notice to the contract coordinator including an estimate for the services to incorporate the change and a reference to the changed documents.

### A. Design Criteria

The **Consultant** shall provide a completed Final Plan Design Criteria Certification statement in conjunction with each final plan submittal.

### B. Road Plans

1. Plans shall be formatted for printing on 11" x 17" sheets utilizing pre-established plan & profile sheet plotting scales (for example: 20 scale, 50 scale, 100 scale). The intent shall be to maximize the detail shown by the plotted plan & profile while conveying the full impact of the construction need. Each group of plan & profile sheets (mainline, individual side roads, borrows, etc.) shall utilize a single plotting scale throughout. Sheets shall be formatted and labeled according to the guidance in the 1F series of Design Manual chapters.
2. Cross sections shall be developed according to the guidance in the 1F series of Design Manual chapters. Generally, cross sections shall be developed with a ratio of one horizontal to one vertical. Cross sections shall be formatted for plotting on 11" x 17" sheets utilizing pre-established horizontal cross section plotting scales (for example: 1"=10', 1"=20', 1"=40', 1"=100', or 1"=200'). The intent shall be to maximize the detail shown by the plotted cross section while conveying the full impact of the construction need. Each group of cross sections (mainline, individual side roads, borrows, etc.) shall utilize a single horizontal plotting scale throughout.
3. Earthwork computations shall be computed by the Average End Area Method. Calculations shall include overhaul and a mass diagram when applicable. Quantities of rock, Class 12, Class 13, and other unsuitable excavation will be identified separate of Class 10 excavation in the plans.
4. Road plans shall include all pipe culvert details.
5. All property owners' names shall be shown in the plan (H-sheets) and the limits of their holdings.
6. The **Consultant** shall perform their own Quality Control Review under this contract.
7. Preliminary plans may include, but are not limited to, field exam plan submittals (D2 event), bridge submittals (D3 event) right-of-way plan submittals (D5 event), and methods submittals (DM5). The **Consultant** shall submit a pdf copy of each plan submittal required.
8. In addition to pdf copies of preliminary and final plan, the **Consultant** shall submit preliminary design and final letting plans in electronic format. Electronic plan submittals shall be in accordance with the State's current File Specification for Electronic Plan Submittals. If electronic plan submittals are not in accordance with the State's current file specification, the Consultant will be responsible for correcting any errors. Preliminary plans should be submitted upon completion of the field exam. Final plans should be submitted with Contracts turn-in. In addition, the

**Consultant** shall submit all final drawings to the **Owner** as CADD files. Additional electronic files required shall be supplied as directed in the Design Manual.

9. The **Consultant** shall provide a Digital Terrain Model (DTM) for the completed project. This shall represent the proposed final surface and file-type shall be in accordance with the Design Manual.

#### **C. Cost Estimates**

The **Consultant** shall provide estimates of the probable cost of construction for the corridor/project or specific project element as required.

1. In general, the **Consultant** shall provide cost estimates or updates there-to in accordance with Design Manual Section 1B-6.
2. The **Consultant** shall also provide updates to the estimates for the probable cost of construction when any major change to the project scope has occurred (such as inclusion or deletion of major portions of work) or as directed by the **Owner**.

#### **D. Transition into Final Design**

The **Consultant** shall not begin work on any final design task prior to project Environmental approval and (when applicable) Commission approval. Environmental Approval will occur when one of the following has taken place: 1) The project has received a Categorical Exclusion (CE); 2) A Finding Of No Significant Impact (FONSI) has been approved for the project; or 3) A final Environmental Impact Statement (EIS) has been approved and available for the prescribed period of time and a Record Of Decision (ROD) has been signed. [Refer to Code of Federal Register Part 23, subpart 771.113 and FHWA Order 6640.1A] Commission approval will occur when the State Transportation Commission has approved the project's alignment and design concepts and authorizes continuation of project development. Any work performed prior to approval will be subject to non-payment by the **Owner**.

#### **E. Erosion Control**

The **Consultant** shall develop a Pollution Prevention Plan (PPP) for the project(s), following guidance provided in the Design Manual or as directed by the **Owner**.

1. Four weeks prior to DM5 provide to the **Owner** the estimated area to be stabilized with crop seeding and fertilizing. This includes the surface area inside the right-of-way plus easements minus the roadway.

The **Owner** will review the project plans with regard to the erosion control items and will provide the seed mixtures and fertilizer rates.

2. Incorporate the PPP into the project plans inclusive of all related tabulations, bid items, and quantities for revetment, silt fence, temporary seeding, etc. Storm water detention Tabulations shall be filled out prior to D5, as per Design Manual section 10C-2, to determine if extra right-of-way is required for detention.
3. Prepare and supply to the **Owner** all applicable storm water permitting application documents in accordance with Design Manual section 10D-1.

#### **F. Project Specifications**

1. Any Special Provisions required in addition to the Standard Specifications of the **Owner** shall be furnished by the **Consultant**.
2. The **Consultant** shall also develop specification information, including a method of measurement and basis of payment, for any bid item that is not fully covered by the Standard Specifications or other contract documents.

## G. MISCELLANEOUS PROVISIONS

The following miscellaneous provisions shall apply to the work to be performed and the Engineering services to be furnished under this Agreement:

1. **Owner** Responsibility: The **Owner** will provide the following:
  - a. All environmental reports and clearances.
  - b. Applications to all state and federal review agencies as required.
  - c. Reproducible standard detail sheets and CADD seed files applicable to the work.
  - d. Existing right-of-way information for primary and interstate roads (Office of Right-of-Way).
  - e. To facilitate Computer Aided Design and Drafting (CADD) compatibility with MicroStation and GeoPak Civil Design Software packages.
    - Cell libraries
    - Font and line style libraries
    - Tabs and typicals
    - Feature table
    - color tables
    - level libraries
    - seed and original files
    - Office of Design Microstation Guidelines
    - ROW information file (Office of Right-of-Way)
    - ROW seed file (Office of Right-of-Way)
    - ROW blank plats (Office of Right-of-Way)
    - ROW user commands (Office of Right-of-Way)
2. All digital data transfers shall be done via a web-based connection into **Owner's** electronic filing system. **Consultant** shall place all deliverables, associated files, photos, relevant correspondence, etc. into the system. Current software versions shown on DOT Automation Tools web page shall be used to develop CADD files.
3. The **Consultant** shall furnish electronic files called for in Design Manual section 20B-71. These files shall be submitted to the **Owner** by the timeline outlined in Design Manual section 1H-1.
4. The Consultant will monitor and review updates to the State's Highway Division Road Design Manual, Standard Road Plans, and Road Design Details. Updates requiring no additional effort on the part of the Consultant will be incorporated into the work by the Consultant. If the Consultant is of the opinion additional effort will be required, the Consultant will so notify the Owner. The Owner will provide written approval or disapproval for the Consultant to incorporate said update into the work and indicate how payment for such work will be addressed.

ATTACHMENT C (referenced from 3.1)

Cost Plus Fixed Fee

3.1.1 FEES AND PAYMENTS

**3.1.1.1 Fees.** For full and complete compensation of all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees in the amount of the **Consultant's** actual cost plus applicable fixed fee amount. The **Consultant's** actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment C-1. Subconsultant costs are not available for use by the prime **Consultant** or other subconsultants. A contingency amount has been established to provide for actual costs that exceed those estimated.

|                                     | Division I          | Division II        | Division III      | Total               |
|-------------------------------------|---------------------|--------------------|-------------------|---------------------|
| Estimated Actual Costs (Prime Only) | \$1,180,400.00      | \$109,700.00       | \$43,800.00       | \$1,333,900.00      |
| Fixed Fee (Prime Only)              | \$151,700.00        | \$14,100.00        | \$5,500.00        | \$171,300.00        |
| Contingency (Prime Only)            | <u>\$118,000.00</u> | <u>\$11,000.00</u> | <u>\$4,400.00</u> | <u>\$133,400.00</u> |
| Total Prime Consultant Costs        | \$1,450,100.00      | \$134,800.00       | \$53,700.00       | \$1,638,600.00      |

| Subconsultant            | Amount Authorized  | Contingency       | Maximum Amount Payable |
|--------------------------|--------------------|-------------------|------------------------|
| <b><u>Division I</u></b> |                    |                   |                        |
| HR Green                 | \$131,100.00       | \$11,700.00       | \$142,800.00           |
| Terracon                 | \$37,700.00        | \$3,500.00        | \$41,200.00            |
| Robinson Engineering     | <u>\$82,000.00</u> | <u>\$7,300.00</u> | <u>\$89,300.00</u>     |
| Total                    | \$250,800.00       | \$22,500.00       | \$273,300.00           |

|                           |                    |                   |                    |
|---------------------------|--------------------|-------------------|--------------------|
| <b><u>Division II</u></b> |                    |                   |                    |
| RITLAND+KUIPER L.A.       | <u>\$33,800.00</u> | <u>\$3,400.00</u> | <u>\$37,200.00</u> |
| Total                     | \$33,800.00        | \$3,400.00        | \$37,200.00        |

|                            |                   |                 |                   |
|----------------------------|-------------------|-----------------|-------------------|
| <b><u>Division III</u></b> |                   |                 |                   |
| HR Green                   | \$8,800.00        | \$800.00        | \$9,600.00        |
| Iowa Counts                | <u>\$9,000.00</u> | <u>\$900.00</u> | <u>\$9,900.00</u> |
| Total                      | \$17,800.00       | \$1,700.00      | \$19,500.00       |

|                                                   |              |             |              |
|---------------------------------------------------|--------------|-------------|--------------|
| Total Subconsultant Costs<br>(Division I,II,&III) | \$302,400.00 | \$27,600.00 | \$330,000.00 |
|---------------------------------------------------|--------------|-------------|--------------|

**Total Amount Authorized**

|              |                    |
|--------------|--------------------|
| Division I   | \$1,582,900.00     |
| Division II  | \$157,600.00       |
| Division III | <u>\$67,100.00</u> |
| Total        | \$1,807,600.00     |

**Maximum Amount Payable (Includes Contingency)**

|              |                    |
|--------------|--------------------|
| Division I   | \$1,723,400.00     |
| Division II  | \$172,000.00       |
| Division III | <u>\$73,200.00</u> |
| Total        | \$1,968,600.00     |

The nature of engineering services is such that actual costs are not completely determinate. Therefore, the **Consultant** shall establish a procedure for comparing the actual costs incurred during the performance of the work to the estimated actual costs listed above. The procedure will itemize prime consultant and subconsultant costs in association with each scoped task. The purpose is to monitor these two elements and thus provide for early identification of any potential for the actual costs exceeding the estimated actual costs. The procedure shall be used in a way that will allow enough lead time to execute the paragraphs below without interrupting the work schedule. Therefore once the accrued labor costs for a scoped task reach 85% of the estimated value for the prime or subconsultant, then the **Consultant** shall notify the **Owner** in writing.

It is possible that the **Consultant's** costs for the scoped tasks may need to exceed those shown in Attachment C-1. The **Consultant's** and subconsultants' costs for scoped tasks shall not be exceeded without prior written authorization from the **Contract Administrator** and concurrence from the Iowa DOT. Costs for scoped tasks that exceed estimated costs, if approved by the **Contract Administrator**, may be compensated via Supplemental Agreement, Work Order, Amendment, or Contingency as detailed in the paragraphs below. If the **Consultant** exceeds the estimated costs for scoped tasks for any reason (other than that covered in Section 3.1.1.2) before the **Contract Administrator** is notified in writing, the **Owner** will have the right, at its discretion, to deny compensation for that amount.

The fixed fee amount will not be changed unless there is a substantial reduction or increase in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the **Owner**. The adjustment to fixed fee will consider both cumulative and aggregate changes in scope, character, or complexity of the services. Any change in the fixed fee amount will be made by a Supplemental Agreement, Work Order, or Amendment.

If a contingency amount has been established and at any time during the work the **Consultant** determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the **Contract Administrator** in writing and describe what costs are causing the overrun and the reason. The **Consultant** shall not exceed the estimated actual costs without the prior written approval of the **Contract Administrator** and concurrence of the Iowa DOT. The **Owner** or Iowa DOT may audit the **Consultant's** cost records prior to authorizing the use of a contingency amount.

The maximum amount payable will not be changed except for a change in the scope. Changes due to an overhead adjustment are identified in Section 3.1.1.2. If at any time it is determined that a maximum amount payable will be or has been exceeded, the **Consultant** shall immediately so notify the **Contract Administrator** in writing. The maximum amount payable shall be changed by a Supplemental Agreement, Work Order, or Amendment or this Agreement will be terminated as identified in Article 4.12.3. The **Owner** may audit the **Consultant's** cost records prior to making a decision whether or not to increase the maximum amount payable.

**3.1.1.2 Reimbursable Costs.** Reimbursable costs are the actual costs incurred by the **Consultant** which are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulations Systems, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required. The Title 48 requirements include the following:

1. Salaries of the employees for time directly chargeable to work covered by the Agreement, and salaries of principals for time they are productively engaged in work necessary to fulfill the terms of the Agreement.
2. Direct non-salary costs incurred in fulfilling the terms of this Agreement. The **Consultant** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges and materials and supplies.
3. The indirect costs (salary related expenses and general overhead costs) to the extent that they are properly allowable to the work covered by this Agreement. The **Consultant** has submitted to the **Owner** the following indirect costs as percentages of direct salary costs to be used

provisionally for progress payments for work accomplished during the **Consultant's** current fiscal year: General overhead costs are 125.50% of direct salary costs.

Use of updated overhead percentage rates shall be requested by the **Consultant** after the close of each fiscal year and the updated overhead rate shall be used to update previous year invoices and subsequent years as a provisional rate for invoicing in order to more accurately reflect the cost of work during the previous and subsequent years.

Any actual fiscal year or fiscal year's audited or unaudited indirect costs rates known by the **Consultant** shall be used in computing the final invoice statement. All unverified overhead rates shall have a schedule of computation supporting the proposed rate attached to the final bill. Prior to final payment for work completed under this Agreement all indirect cost rates shall be audited and adjusted to actual rates through the most recently completed fiscal year during which the work was actually accomplished. In the event that the work is completed in the current fiscal year, audited indirect cost rates for the most recently completed fiscal year may be applied also to work accomplished in the current fiscal year. If these new rates cause the actual costs to be exceeded, the contingency amount will be used.

**3.1.1.3 Premium Overtime Pay.** Premium overtime pay (pay over normal hourly pay) will not be allowed without written authorization from the **Contract Administrator**. If allowed, premium overtime pay shall not exceed 2 percent of the total direct salary cost without written authorization from the **Contract Administrator**.

**3.1.1.4 Payments.** Monthly payments shall be made based on the work completed and substantiated by monthly progress reports. The report shall indicate the direct and indirect costs associated with the work completed during the month. The **Contract Administrator** will check such progress reports and payment will be made for the direct non-salary costs and salary and indirect costs during said month, plus a portion of the fixed fee. Fixed fee will be calculated and progressively invoiced based on actual costs incurred for the current billing cycle. Each invoice shall be accompanied with a monthly progress report which details the tasks invoiced, estimated tasks to be billed on the next invoice, and any other contract tracking information.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. Final audit will determine correctness of all invoiced costs and final payment will be based upon this audit. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

**La Porte Road Reconstruction  
Preliminary and Final Design - Phase 2 & 3  
City of Waterloo**

**Local Systems Project Number: HDP-8155(787)--71-07**

**COST ANALYSIS - DIVISION I**

**I. Direct Labor Cost (AECOM Technical Services)**

|     | <u>Category</u>      | <u>Hours</u> | <u>Rate/Hour</u> | <u>Amount</u>      |              |
|-----|----------------------|--------------|------------------|--------------------|--------------|
| 1.0 | Senior Professional  | 60           | \$103.65         | \$6,219.00         |              |
| 2.2 | Project Professional | 368          | \$88.38          | \$32,523.84        |              |
| 2.0 | Project Professional | 48           | \$80.55          | \$3,866.40         |              |
| 3.1 | Staff Professional   | 889          | \$66.12          | \$58,780.68        |              |
| 3.0 | Staff Professional   | 642          | \$58.20          | \$37,364.40        |              |
| 4.1 | Professional         | 3,720        | \$44.79          | \$166,618.80       |              |
| 4.0 | Professional         | 1,766        | \$36.60          | \$64,635.60        |              |
| 5.0 | CADD Operator II     | 2,325        | \$39.35          | \$91,488.75        |              |
| 6.3 | CADD Operator I      | 1,326        | \$24.00          | \$31,824.00        |              |
| 7.0 | Senior Technician    | 0            | \$45.15          | \$0.00             |              |
| 8.0 | Technician           | 245          | \$33.30          | \$8,158.50         |              |
| 9.0 | Project Support      | <u>436</u>   | <u>\$36.62</u>   | <u>\$15,966.32</u> | \$517,446.29 |
|     |                      | 11825        |                  |                    |              |

II. Payroll Burden and Overhead Provisional Costs 125.50% \$649,395.09

**III. Direct Project Expenses**

|  | <u>Category</u>      | <u>Units</u> | <u>Rate/Unit</u> | <u>Amount</u> |             |
|--|----------------------|--------------|------------------|---------------|-------------|
|  | Mileage              | 7500         | 0.67             | 5,025.00      |             |
|  | Per Diem             | 0            | 60.00            | 0.00          |             |
|  | Lodging              | 0            | 110.00           | 0.00          |             |
|  | B/W Copies           | 5000         | 0.06             | 300.00        |             |
|  | Color Copies         | 10000        | 0.22             | 2,200.00      |             |
|  | EDM Equipment        | 100          | 15.00            | 1,500.00      |             |
|  | GPS Equipment        | 100          | 15.00            | 1,500.00      |             |
|  | Miscellaneous, Other |              |                  | 3,000.00      |             |
|  |                      |              |                  |               | \$13,525.00 |

IV. AECOM Estimated Actual Costs \$1,180,366.38  
Rounded \$1,180,400.00

V. Fixed Fee (13%) \$151,689.38  
Rounded \$151,700.00

VI. Prime Consultant Authorized Costs \$1,332,100.00

VII. Authorized Subcontract Expense  
HR Green \$131,100.00  
Terracon \$37,700.00  
Robinson Engineering \$82,000.00  
\$250,800.00

VIII. Authorized Budget \$1,582,900.00

IX. Contingency (10%) \$118,040.00 (AECOM)  
\$118,000.00 Rounded

|                      |              |
|----------------------|--------------|
| AECOM                | \$118,000.00 |
| HR Green             | \$11,700.00  |
| Terracon             | \$3,500.00   |
| Robinson Engineering | \$7,300.00   |
|                      | \$140,500.00 |

X. Maximum Amount Payable \$1,723,400.00

**La Porte Road Reconstruction  
Preliminary and Final Design - Phase 2 & 3  
City of Waterloo**

**Local Systems Project Number: HDP-8155(787)--71-07**

**COST ANALYSIS - DIVISION II**

**I. Direct Labor Cost (AECOM Technical Services)**

|     | <u>Category</u>      | <u>Hours</u> | <u>Rate/Hour</u> | <u>Amount</u> |             |
|-----|----------------------|--------------|------------------|---------------|-------------|
| 1.0 | Senior Professional  | 0            | \$103.65         | \$0.00        |             |
| 2.2 | Project Professional | 0            | \$88.38          | \$0.00        |             |
| 2.0 | Project Professional | 44           | \$80.55          | \$3,544.20    |             |
| 3.1 | Staff Professional   | 0            | \$66.12          | \$0.00        |             |
| 3.0 | Staff Professional   | 356          | \$58.20          | \$20,719.20   |             |
| 4.1 | Professional         | 156          | \$44.79          | \$6,987.24    |             |
| 4.0 | Professional         | 440          | \$36.60          | \$16,104.00   |             |
| 5.0 | CADD Operator II     | 0            | \$39.35          | \$0.00        |             |
| 6.3 | CADD Operator I      | 0            | \$24.00          | \$0.00        |             |
| 7.0 | Senior Technician    | 0            | \$45.15          | \$0.00        |             |
| 8.0 | Technician           | 0            | \$33.30          | \$0.00        |             |
| 9.0 | Project Support      | 16           | \$36.62          | \$585.92      | \$47,940.56 |
|     |                      | 1012         |                  |               |             |

II. Payroll Burden and Overhead Provisional Costs 125.50% \$60,165.40

**III. Direct Project Expenses**

|  | <u>Category</u>      | <u>Units</u> | <u>Rate/Unit</u> | <u>Amount</u> |            |
|--|----------------------|--------------|------------------|---------------|------------|
|  | Mileage              | 500          | 0.67             | 335.00        |            |
|  | Per Diem             | 0            | 60.00            | 0.00          |            |
|  | Lodging              | 0            | 110.00           | 0.00          |            |
|  | B/W Copies           | 1000         | 0.06             | 60.00         |            |
|  | Color Copies         | 1000         | 0.22             | 220.00        |            |
|  | EDM Equipment        | 0            | 15.00            | 0.00          |            |
|  | GPS Equipment        | 0            | 15.00            | 0.00          |            |
|  | Miscellaneous, Other |              |                  | 1,000.00      | \$1,615.00 |

IV. AECOM Estimated Actual Costs \$109,720.96  
Rounded \$109,700.00

V. Fixed Fee (13%) \$14,053.78  
Rounded \$14,100.00

VI. Prime Consultant Authorized Costs \$123,800.00

VII. Authorized Subcontract Expense  
RITLAND + KUIPER L.A. \$33,800.00  
\$33,800.00

VIII. Authorized Budget \$157,600.00

IX. Contingency (10%) \$10,970.00 (AECOM)  
\$11,000.00 Rounded

AECOM \$11,000.00  
RITLAND + KUIPER L.A. \$3,400.00  
\$14,400.00

X. Maximum Amount Payable \$172,000.00

**La Porte Road Reconstruction  
Preliminary and Final Design - Phase 2 & 3  
City of Waterloo**

**Local Systems Project Number: HDP-8155(787)--71-07**

**COST ANALYSIS - DIVISION III**

**I. Direct Labor Cost (AECOM Technical Services)**

|     | <u>Category</u>      | <u>Hours</u> | <u>Rate/Hour</u> | <u>Amount</u> |             |
|-----|----------------------|--------------|------------------|---------------|-------------|
| 1.0 | Senior Professional  | 10           | \$103.65         | \$1,036.50    |             |
| 2.2 | Project Professional | 64           | \$88.38          | \$5,656.32    |             |
| 2.0 | Project Professional | 0            | \$80.55          | \$0.00        |             |
| 3.1 | Staff Professional   | 0            | \$66.12          | \$0.00        |             |
| 3.0 | Staff Professional   | 70           | \$58.20          | \$4,074.00    |             |
| 4.1 | Professional         | 172          | \$44.79          | \$7,703.88    |             |
| 4.0 | Professional         | 0            | \$36.60          | \$0.00        |             |
| 5.0 | CADD Operator II     | 0            | \$39.35          | \$0.00        |             |
| 6.3 | CADD Operator I      | 0            | \$24.00          | \$0.00        |             |
| 7.0 | Senior Technician    | 0            | \$45.15          | \$0.00        |             |
| 8.0 | Technician           | 0            | \$33.30          | \$0.00        |             |
| 9.0 | Project Support      | 8            | \$36.62          | \$292.96      |             |
|     |                      | 324          |                  |               | \$18,763.66 |

**II. Payroll Burden and Overhead Provisional Costs** 125.50% \$23,548.39

**III. Direct Project Expenses**

|  | <u>Category</u>      | <u>Units</u> | <u>Rate/Unit</u> | <u>Amount</u> |            |
|--|----------------------|--------------|------------------|---------------|------------|
|  | Mileage              | 500          | 0.67             | 335.00        |            |
|  | Per Diem             | 0            | 60.00            | 0.00          |            |
|  | Lodging              | 0            | 110.00           | 0.00          |            |
|  | B/W Copies           | 500          | 0.06             | 30.00         |            |
|  | Color Copies         | 500          | 0.22             | 110.00        |            |
|  | EDM Equipment        | 0            | 15.00            | 0.00          |            |
|  | GPS Equipment        | 0            | 15.00            | 0.00          |            |
|  | Miscellaneous, Other |              |                  | 1,000.00      |            |
|  |                      |              |                  |               | \$1,475.00 |

**IV. AECOM Estimated Actual Costs** \$43,787.05  
Rounded \$43,800.00

**V. Fixed Fee (13%)** \$5,500.57  
Rounded \$5,500.00

**VI. Prime Consultant Authorized Costs** \$49,300.00

**VII. Authorized Subcontract Expense**  
HR Green \$8,800.00  
Iowa Counts \$9,000.00  
\$17,800.00

**VIII. Authorized Budget** \$67,100.00

**IX. Contingency (10%)** \$4,380.00 (AECOM)  
\$4,400.00 Rounded

AECOM \$4,400.00  
HR Green \$800.00  
Iowa Counts \$900.00  
\$6,100.00

**X. Maximum Amount Payable** \$73,200.00

La Porte Road Reconstruction  
Preliminary and Final Design - Phase 2 & 3  
City of Waterloo

AECOM Technical Services, Inc.  
Staff Hour Estimate

| Description of Work                                                                                   | 1.0 Senior Prof | 2.2 Project Prof | 2.0 Project Prof | 3.1 Staff Prof | 3.0 Staff Prof | 4.1 Prof | 4.0 Prof | 5.0 CADD Op II | 6.3 CADD Op I | 7.0 Senior Technician | 8.0 Technician | 9.0 Project Support | Total |
|-------------------------------------------------------------------------------------------------------|-----------------|------------------|------------------|----------------|----------------|----------|----------|----------------|---------------|-----------------------|----------------|---------------------|-------|
| <b>DIVISION 1 - (RAISE, STBG, and Local Funding)</b>                                                  |                 |                  |                  |                |                |          |          |                |               |                       |                |                     |       |
| <b>Geotechnical Engineering</b>                                                                       |                 |                  |                  |                |                |          |          |                |               |                       |                |                     |       |
| 1 Soils Borings (Terracon)                                                                            |                 |                  |                  |                |                | 6        |          |                |               |                       |                |                     | 6     |
| 2 Geotechnical Engineering Report & Recommendations (Terracon)                                        |                 |                  |                  |                |                | 6        |          |                |               |                       |                |                     | 6     |
| <b>Preliminary Design Phase 2</b>                                                                     |                 |                  |                  |                |                |          |          |                |               |                       |                |                     |       |
| 3 Title Sheet and Legend Sheet (A Sheet)                                                              |                 | 2                |                  |                | 6              | 2        |          |                | 12            |                       |                |                     | 22    |
| 4 Typical Sections (B Sheets)                                                                         |                 | 2                |                  |                | 6              | 12       |          | 20             | 20            |                       |                |                     | 60    |
| 5 Plan and Profile Sheets (D and E Sheets)                                                            |                 | 2                |                  |                | 6              | 160      | 60       | 80             | 40            |                       |                |                     | 328   |
| 6 Recreational Trail and Sidewalk Design & Sheets (E Sheets)                                          |                 | 2                |                  |                | 6              | 100      |          | 80             |               |                       |                |                     | 188   |
| 7 Removal Sheets (DR Sheets)                                                                          |                 | 2                |                  |                | 6              | 12       |          | 60             | 40            |                       |                |                     | 120   |
| 8 Right-of-Way Design and Sheets (H Sheets)                                                           |                 | 2                |                  | 20             | 6              | 20       |          | 40             |               |                       |                |                     | 88    |
| 9 Staging and Traffic Control Design and Sheets (J Sheets)                                            |                 | 2                |                  |                | 6              | 12       | 20       | 40             | 40            |                       |                |                     | 120   |
| 10 Roundabout and Intersections Design and Sheets (L Sheets)                                          |                 |                  |                  |                | 6              | 140      | 80       | 80             |               |                       |                |                     | 306   |
| 11 Drainage Analysis                                                                                  |                 |                  |                  | 60             |                | 80       | 80       |                |               |                       |                |                     | 220   |
| 12 Storm Sewer Sheets (M Sheets)                                                                      |                 |                  |                  | 16             |                | 32       | 32       |                |               |                       |                |                     | 80    |
| 13 Traffic Signal Design and Sheets (Completed by HR Green) (N Sheets)                                |                 |                  |                  |                |                | 12       |          |                |               |                       |                |                     | 12    |
| 14 Pavement Marking Sheets (N Sheets)                                                                 |                 |                  |                  |                | 2              | 12       | 30       |                | 35            |                       |                |                     | 79    |
| 15 Streetlighting Design and Sheets (P Sheets) (Completed by HR Green)                                |                 |                  |                  |                |                | 12       |          |                |               |                       |                |                     | 12    |
| 16 Erosion Control Sheets (Completed by Robinson Engineering) (RC, RR and RU Sheets)                  |                 |                  |                  |                |                | 12       |          |                |               |                       |                |                     | 12    |
| 17 Ramp Design and Sheets (S Sheets)                                                                  |                 |                  |                  |                | 6              | 12       | 40       | 80             |               |                       |                |                     | 138   |
| 18 Cross Sections (W and X Sheets)                                                                    |                 |                  |                  |                | 6              | 50       |          | 60             |               |                       |                |                     | 116   |
| 19 Construction Cost Estimates                                                                        |                 |                  |                  |                | 6              | 20       |          | 60             |               |                       |                |                     | 86    |
| 20 Existing Utility Review/Accommodation                                                              |                 |                  |                  | 4              |                | 20       | 2        |                | 32            |                       | 32             |                     | 90    |
| <b>Preliminary Design Phase 3</b>                                                                     |                 |                  |                  |                |                |          |          |                |               |                       |                |                     |       |
| 21 Title Sheet and Legend Sheet (A Sheet)                                                             |                 | 2                |                  |                | 2              | 4        |          |                | 12            |                       |                |                     | 20    |
| 22 Typical Sections (B Sheets)                                                                        |                 | 2                |                  |                | 6              | 12       |          | 20             | 20            |                       |                |                     | 60    |
| 23 Plan and Profile Sheets (D and E Sheets)                                                           |                 | 2                |                  |                | 6              | 160      | 40       | 60             | 40            |                       |                |                     | 308   |
| 24 Recreational Trail and Sidewalk Design & Sheets (E Sheets)                                         |                 | 2                |                  |                | 6              | 50       |          | 60             |               |                       |                |                     | 120   |
| 25 Removal Sheets (DR Sheets)                                                                         |                 | 2                |                  |                | 6              | 12       |          | 60             | 40            |                       |                |                     | 120   |
| 26 Right-of-Way Design and Sheets (H Sheets)                                                          |                 | 2                |                  | 20             | 6              | 20       |          | 40             |               |                       |                |                     | 88    |
| 27 Staging and Traffic Control Design and Sheets (J Sheets)                                           |                 | 2                |                  |                | 6              | 12       | 20       | 40             | 40            |                       |                |                     | 120   |
| 28 Intersections Design and Sheets (L Sheets)                                                         |                 |                  |                  |                | 6              | 120      | 50       | 80             |               |                       |                |                     | 256   |
| 29 Drainage Analysis                                                                                  |                 |                  |                  | 60             |                | 80       | 80       |                |               |                       |                |                     | 220   |
| 30 Storm Sewer Sheets (M Sheets)                                                                      |                 |                  |                  | 12             |                | 32       | 32       |                |               |                       |                |                     | 76    |
| 31 Traffic Signal Design and Sheets (Completed by HR Green) (N Sheets)                                |                 |                  |                  |                |                | 12       |          |                |               |                       |                |                     | 12    |
| 32 Pavement Marking Sheets (N Sheets)                                                                 |                 |                  |                  |                | 4              |          | 30       |                | 40            |                       |                |                     | 74    |
| 33 Streetlighting Design and Sheets (P Sheets) (Completed by HR Green)                                |                 |                  |                  |                |                | 12       |          |                |               |                       |                |                     | 12    |
| 34 Erosion Control Sheets (Completed by Robinson Engineering) (RC, RR and RU Sheets)                  |                 |                  |                  |                |                | 12       |          |                |               |                       |                |                     | 12    |
| 35 Ramp Design and Sheets (S Sheets)                                                                  |                 |                  |                  |                | 8              | 20       | 40       | 40             |               |                       |                |                     | 108   |
| 36 San Manran Box Culvert Analysis, Design and Sheets (V Sheets)                                      |                 |                  | 20               |                |                |          | 60       |                |               |                       |                |                     | 80    |
| 37 Cross Sections (W and X Sheets)                                                                    |                 |                  |                  |                | 8              | 50       |          | 60             |               |                       |                |                     | 118   |
| 38 Construction Cost Estimates                                                                        |                 |                  |                  |                | 12             | 20       |          | 40             |               |                       |                |                     | 72    |
| 39 Existing Utility Review/Accommodation                                                              |                 |                  |                  | 1              |                | 20       | 2        |                | 24            |                       | 24             |                     | 71    |
| <b>Final Design Phase 2</b>                                                                           |                 |                  |                  |                |                |          |          |                |               |                       |                |                     |       |
| 40 Title and Legend Sheets (A Sheets)                                                                 |                 |                  |                  |                | 4              | 4        |          |                | 8             |                       |                |                     | 16    |
| 41 Typical Sections and Details (B Sheets)                                                            |                 |                  |                  |                | 6              | 12       | 10       |                |               |                       |                |                     | 68    |
| 42 Bid Items and General Notes (C Sheets)                                                             |                 |                  |                  |                | 6              | 20       | 16       | 10             | 20            |                       |                |                     | 72    |
| 43 Tabulations and Quantities (C Sheets)                                                              |                 |                  |                  |                | 6              | 20       | 20       | 40             | 40            |                       |                |                     | 126   |
| 44 Plan and Profile Sheets (D and E Sheets)                                                           |                 |                  |                  |                | 6              | 160      | 100      | 80             | 40            |                       |                |                     | 386   |
| 45 Removal Sheets (DR Sheets)                                                                         |                 |                  |                  |                | 6              | 60       |          | 40             | 100           |                       |                |                     | 206   |
| 46 Temporary Pavement Sheets (F Sheets)                                                               |                 |                  |                  |                | 6              | 20       | 40       | 40             |               |                       |                |                     | 106   |
| 47 Geometric Layout Sheets (G Sheets)                                                                 |                 |                  |                  |                | 6              | 18       |          |                |               |                       |                |                     | 18    |
| 48 Right-of-Way Sheets (H Sheets)                                                                     |                 |                  |                  | 12             | 6              | 20       |          | 60             |               |                       |                |                     | 88    |
| 49 Staging and Traffic Control Design (J Sheets)                                                      |                 |                  |                  |                | 6              | 12       |          | 60             |               |                       |                |                     | 116   |
| 50 Ramp Sheets (K Sheets)                                                                             |                 |                  |                  |                | 6              | 50       | 40       | 60             |               |                       |                |                     | 156   |
| 51 Roundabout and Intersection Details (L Sheets)                                                     |                 |                  |                  |                | 6              | 20       | 30       | 60             | 80            |                       |                |                     | 196   |
| 52 Storm Sewer Design Sheets (M Sheets)                                                               |                 |                  |                  | 16             |                | 24       | 24       |                |               |                       |                |                     | 64    |
| 53 Subdrainage Design                                                                                 |                 |                  |                  | 8              |                | 12       | 12       |                |               |                       |                |                     | 32    |
| 54 Hydrologic / Hydraulic Review                                                                      |                 |                  |                  | 24             |                | 12       | 12       |                |               |                       |                |                     | 48    |
| 55 Traffic Signalization Sheets (Completed by HR Green) (N Sheets)                                    |                 |                  |                  |                |                | 12       |          |                |               |                       |                |                     | 12    |
| 56 Signing and Pavement Markings Design (N Sheets)                                                    |                 |                  |                  |                | 6              | 20       | 30       |                | 20            |                       |                |                     | 76    |
| 57 Streetlighting Design (Completed by HR Green) (P Sheets)                                           |                 |                  |                  |                |                | 12       |          |                |               |                       |                |                     | 12    |
| 58 Temporary Erosion Control Design/SWPPP (Completed by Robinson Engineering) (RC, RE, and RU Sheets) |                 |                  |                  |                | 12             | 12       |          |                |               |                       |                |                     | 12    |
| 59 ADA Sidewalk Details (S Sheets)                                                                    |                 |                  |                  |                | 6              | 20       | 100      | 80             |               |                       |                |                     | 206   |
| 60 Soils and Earthwork Design (T Sheets)                                                              |                 |                  |                  |                | 6              | 160      |          |                |               |                       |                |                     | 166   |
| 61 Special Details (U Sheets)                                                                         |                 |                  |                  |                | 6              | 20       | 80       |                |               |                       |                |                     | 106   |
| 62 Cross Sections (W and X Sheets)                                                                    |                 |                  |                  |                | 6              | 80       |          | 60             |               |                       |                |                     | 146   |
| 63 Quality Control Review                                                                             |                 | 20               |                  |                | 12             | 20       | 40       | 60             |               |                       |                |                     | 152   |
| 64 Printing and Submittals                                                                            |                 |                  |                  |                | 2              | 20       | 20       |                |               |                       |                | 30                  | 72    |
| 65 Construction Cost Opinion                                                                          |                 |                  |                  |                | 12             | 20       | 60       |                |               |                       |                |                     | 92    |
| 66 Special Provisions                                                                                 |                 | 6                |                  |                | 6              | 30       |          |                |               |                       |                | 8                   | 50    |
| 67 Field Review                                                                                       |                 | 8                |                  |                | 8              | 8        |          |                |               |                       |                |                     | 24    |
| <b>Final Design Phase 3</b>                                                                           |                 |                  |                  |                |                |          |          |                |               |                       |                |                     |       |
| 68 Title and Legend Sheets (A Sheets)                                                                 |                 |                  |                  |                | 4              | 4        |          |                | 8             |                       |                |                     | 16    |
| 69 Typical Sections and Details (B Sheets)                                                            |                 |                  |                  |                | 6              | 12       | 10       |                |               |                       |                |                     | 68    |
| 70 Bid Items and General Notes (C Sheets)                                                             |                 |                  |                  |                | 6              | 20       | 16       | 10             | 20            |                       |                |                     | 72    |
| 71 Tabulations and Quantities (C Sheets)                                                              |                 |                  |                  |                | 6              | 20       | 20       | 40             | 40            |                       |                |                     | 126   |
| 72 Plan and Profile Sheets (D and E Sheets)                                                           |                 |                  |                  |                | 6              | 160      | 100      | 80             | 40            |                       |                |                     | 386   |
| 73 Removal Sheets (DR Sheets)                                                                         |                 |                  |                  |                | 6              | 60       |          | 40             | 100           |                       |                |                     | 206   |
| 74 Temporary Pavement Sheets (F Sheets)                                                               |                 |                  |                  |                | 6              | 20       |          | 40             |               |                       |                |                     | 66    |
| 75 Geometric Layout Sheets (G Sheets)                                                                 |                 |                  |                  |                | 6              | 18       |          |                |               |                       |                |                     | 18    |
| 76 Right-of-Way Sheets (H Sheets)                                                                     |                 |                  |                  | 12             | 6              | 20       |          | 40             |               |                       |                |                     | 78    |
| 77 Staging and Traffic Control Design (J Sheets)                                                      |                 |                  |                  |                | 6              | 20       | 30       |                | 40            |                       |                |                     | 96    |
| 78 Intersection Details (L Sheets)                                                                    |                 |                  |                  |                | 6              | 20       | 30       | 60             |               |                       |                |                     | 116   |
| 79 Storm Sewer Design Sheets (M Sheets)                                                               |                 |                  |                  | 12             |                | 16       | 16       |                |               |                       |                |                     | 44    |
| 80 Subdrainage Design                                                                                 |                 |                  |                  | 8              |                | 12       | 12       |                |               |                       |                |                     | 32    |
| 81 Hydrologic / Hydraulic Review                                                                      |                 |                  |                  | 24             |                | 12       | 12       |                |               |                       |                |                     | 48    |
| 82 Traffic Signalization Sheets (Completed by HR Green) (N Sheets)                                    |                 |                  |                  |                |                | 12       |          |                |               |                       |                |                     | 12    |
| 83 Signing and Pavement Markings Design (N Sheets)                                                    |                 |                  |                  |                | 6              | 20       | 20       | 20             |               |                       |                |                     | 66    |
| 84 Streetlighting Design (Completed by HR Green) (P Sheets)                                           |                 |                  |                  |                |                | 12       |          |                |               |                       |                |                     | 12    |
| 85 Temporary Erosion Control Design/SWPPP (Completed by Robinson Engineering) (RC, RE, and RU Sheets) |                 |                  |                  |                |                | 12       |          |                |               |                       |                |                     | 12    |
| 86 ADA Sidewalk Details (S Sheets)                                                                    |                 |                  |                  |                | 6              | 20       |          |                |               |                       |                |                     | 26    |
| 87 Soils and Earthwork Design (T Sheets)                                                              |                 |                  |                  |                | 6              | 60       |          | 40             |               |                       |                |                     | 106   |
| 88 Special Details (U Sheets)                                                                         |                 |                  |                  |                | 6              | 20       | 60       | 40             |               |                       |                |                     | 126   |
| 89 San Manran Box Culvert Analysis, Design and Sheets (V Sheets)                                      |                 |                  | 20               |                | 6              |          | 40       |                |               |                       |                |                     | 66    |
| 90 Cross Sections (W and X Sheets)                                                                    |                 |                  |                  |                | 6              | 60       |          | 60             |               |                       |                |                     | 126   |
| 91 Quality Control Review                                                                             |                 | 20               |                  |                | 6              | 20       | 40       | 40             |               |                       |                |                     | 126   |
| 92 Printing and Submittals                                                                            |                 |                  |                  |                | 2              | 20       | 20       |                |               |                       |                | 30                  | 72    |
| 93 Construction Cost Opinion                                                                          |                 |                  |                  |                | 12             | 20       |          | 40             |               |                       |                |                     | 72    |
| 94 Special Provisions                                                                                 |                 |                  |                  |                | 6              | 30       |          |                |               |                       |                | 8                   | 50    |
| 95 Field Review                                                                                       |                 | 8                |                  |                | 8              | 8        |          |                |               |                       |                |                     | 24    |
| <b>Right-of-Way Activities</b>                                                                        |                 |                  |                  |                |                |          |          |                |               |                       |                |                     |       |
| 96 Additional Property Surveys, Location of Property Pins                                             |                 |                  |                  |                | 8              |          |          | 2              | 166           |                       | 120            |                     | 370   |
| 97 Preparation of Acquisition Plans and Legal Descriptions (22 Plats)                                 |                 |                  |                  |                | 132            |          |          | 71             | 33            |                       | 33             |                     | 279   |
| 98 Right-of-Way Staking (30 Properties)                                                               |                 |                  |                  |                |                |          |          |                | 36            |                       | 36             |                     | 72    |
| 99 Property Owner Meetings (30)                                                                       |                 | 20               |                  |                |                | 80       |          |                |               |                       |                |                     | 100   |
| 100 Coordination with Right-of-Way Acquisition Staff                                                  |                 | 20               |                  |                | 40             | 120      |          |                |               |                       |                |                     | 180   |
| 101 Temporary and Permanent Easement Exhibits (47 Temporary and 14 Permanent Easements)               |                 |                  |                  | 366            |                |          |          | 122            |               |                       |                |                     | 488   |

La Porte Road Reconstruction  
Preliminary and Final Design - Phase 2 & 3  
City of Waterloo

AECOM Technical Services, Inc.  
Staff Hour Estimate

| Description of Work                                                                                 | 1.0 Senior Prof | 2.2 Project Prof | 2.0 Project Prof | 3.1 Staff Prof | 3.0 Staff Prof | 4.1 Prof     | 4.0 Prof     | 5.0 CADD Op II | 6.3 CADD Op I | 7.0 Senior Technician | 8.0 Technician | 9.0 Project Support | Total         |
|-----------------------------------------------------------------------------------------------------|-----------------|------------------|------------------|----------------|----------------|--------------|--------------|----------------|---------------|-----------------------|----------------|---------------------|---------------|
| <b>Public Meetings</b>                                                                              |                 |                  |                  |                |                |              |              |                |               |                       |                |                     |               |
| 102 Public Informational Meeting (2)                                                                | 4               | 6                |                  |                | 6              | 20           | 20           |                |               |                       |                | 10                  | 66            |
| 103 Council Meetings (3)                                                                            | 4               | 6                |                  |                |                | 12           |              |                |               |                       |                | 10                  | 32            |
| 104 Property Owner Meetings (10)                                                                    |                 | 20               |                  |                |                | 40           |              |                |               |                       |                | 10                  | 70            |
| 105 Social Media Outreach - Project Website (on City of Waterloo Site and Facebook)                 |                 | 20               |                  |                |                | 40           |              |                |               |                       |                |                     | 60            |
| 106 Renderings of Corridor and Aesthetics (8)                                                       | 6               | 12               |                  |                |                | 12           |              |                |               |                       |                | 162                 | 180           |
| <b>Project Administration, Permitting, and Meetings</b>                                             |                 |                  |                  |                |                |              |              |                |               |                       |                |                     |               |
| 107 Utility Company Coordination                                                                    |                 | 8                |                  |                | 12             | 60           |              |                |               |                       |                |                     | 80            |
| 108 Presentation Materials (3 Meetings)                                                             | 4               | 16               |                  |                | 16             | 24           | 40           |                |               |                       |                | 10                  | 110           |
| 109 NPDES (Phase 2 & 3) (NPDES Permit to be completed by Robinson Engineering)                      |                 | 4                |                  |                |                | 20           |              |                |               |                       |                | 4                   | 24            |
| 110 Assistance with Utility Agreements (Phase 2 & 3)                                                |                 |                  |                  |                |                | 100          | 2            |                |               |                       |                |                     | 40            |
| 111 Project Management Team Meetings (24)                                                           |                 | 48               | 8                |                | 66             | 100          |              |                |               |                       |                |                     | 204           |
| 112 Railroad Coordination                                                                           |                 | 40               |                  |                | 20             | 60           |              |                |               |                       |                |                     | 120           |
| 113 Pre-letting Activities (Phase 2 & 3)                                                            |                 | 20               |                  |                | 20             | 80           |              |                |               |                       |                |                     | 120           |
| 114 Pre-letting Activities (Phase 2 & 3)                                                            |                 | 20               |                  |                | 20             | 80           |              |                |               |                       |                |                     | 120           |
| 115 Project Administration                                                                          | 30              | 40               |                  |                |                | 100          |              |                |               |                       |                | 100                 | 270           |
| <b>DIVISION I - (RAISE, ST&amp;G, and Local Funding) - Total</b>                                    | <b>60</b>       | <b>368</b>       | <b>48</b>        | <b>889</b>     | <b>642</b>     | <b>3,720</b> | <b>1,766</b> | <b>2,325</b>   | <b>1,326</b>  | <b>0</b>              | <b>245</b>     | <b>436</b>          | <b>11,825</b> |
| <b>DIVISION II - (RAISE and Local Funding)</b>                                                      |                 |                  |                  |                |                |              |              |                |               |                       |                |                     |               |
| <b>Preliminary and Final Design Phase 2</b>                                                         |                 |                  |                  |                |                |              |              |                |               |                       |                |                     |               |
| 116 Preliminary Landscaping Design and Sheets (I Sheets) (Completed by RITLAND-KUIPER)              |                 |                  |                  |                |                | 12           |              |                |               |                       |                |                     | 12            |
| 117 Preliminary Aesthetic Design and Sheets (I Sheets)                                              |                 |                  | 12               |                | 84             |              | 100          |                |               |                       |                |                     | 196           |
| 118 Final Landscaping Design and Sheets (I Sheets) (Completed by RITLAND-KUIPER)                    |                 |                  |                  |                |                | 12           |              |                |               |                       |                |                     | 12            |
| 119 Aesthetic Enhancements Design (I Sheets)                                                        |                 |                  | 12               |                | 72             |              | 140          |                |               |                       |                |                     | 224           |
| 120 Aesthetic Enhancements Special Provisions                                                       |                 |                  |                  |                | 36             |              |              |                |               |                       |                |                     | 36            |
| 121 Service Area Review                                                                             |                 |                  |                  |                | 2              | 4            |              |                |               |                       |                |                     | 6             |
| 122 Review of Existing Sewer Conditions                                                             |                 |                  |                  |                |                | 6            |              |                |               |                       |                |                     | 6             |
| 123 Preliminary Sanitary Sewer Sheets (MSA Sheets)                                                  |                 |                  |                  |                | 2              | 20           |              |                |               |                       |                |                     | 22            |
| 124 Final Sanitary Sewer Sheets (MSA Sheets)                                                        |                 |                  |                  |                | 2              | 20           |              |                |               |                       |                |                     | 22            |
| 125 Sanitary Sewer Permit                                                                           |                 |                  |                  |                | 4              |              |              |                |               |                       |                |                     | 4             |
| 126 Sanitary Special Provisions                                                                     |                 |                  |                  |                | 2              | 8            |              |                |               |                       |                | 8                   | 18            |
| <b>Preliminary and Final Design Phase 3</b>                                                         |                 |                  |                  |                |                |              |              |                |               |                       |                |                     |               |
| 127 Preliminary Landscaping Design and Sheets (I Sheets) (Completed by RITLAND-KUIPER)              |                 |                  |                  |                |                | 12           |              |                |               |                       |                |                     | 12            |
| 128 Preliminary Aesthetic Design and Sheets (I Sheets)                                              |                 |                  |                  |                |                | 12           | 80           |                |               |                       |                |                     | 92            |
| 129 Final Landscaping Design and Sheets (I Sheets) (Completed by RITLAND-KUIPER)                    |                 |                  |                  |                |                | 12           |              |                |               |                       |                |                     | 12            |
| 130 Aesthetic Enhancements Design (I Sheets)                                                        |                 |                  | 12               |                | 64             |              | 120          |                |               |                       |                |                     | 196           |
| 131 Aesthetic Enhancements Special Provisions                                                       |                 |                  |                  |                | 24             |              |              |                |               |                       |                |                     | 24            |
| 132 Service Area Review                                                                             |                 |                  |                  |                | 2              | 4            |              |                |               |                       |                |                     | 6             |
| 133 Review of Existing Sewer Conditions                                                             |                 |                  |                  |                |                | 6            |              |                |               |                       |                |                     | 6             |
| 134 Preliminary Sanitary Sewer Sheets (MSA Sheets)                                                  |                 |                  |                  |                | 2              | 20           |              |                |               |                       |                |                     | 22            |
| 135 Final Sanitary Sewer Sheets (MSA Sheets)                                                        |                 |                  |                  |                | 2              | 12           |              |                |               |                       |                |                     | 14            |
| 136 Sanitary Sewer Permit                                                                           |                 |                  |                  |                | 4              |              |              |                |               |                       |                |                     | 4             |
| 137 Sanitary Special Provisions                                                                     |                 |                  |                  |                | 2              | 8            |              |                |               |                       |                | 8                   | 18            |
| 138 Public Interest Findings                                                                        |                 |                  |                  |                | 4              |              |              |                |               |                       |                |                     | 4             |
| <b>DIVISION II - (RAISE and Local Funding) - Total</b>                                              | <b>0</b>        | <b>0</b>         | <b>44</b>        | <b>0</b>       | <b>356</b>     | <b>156</b>   | <b>440</b>   | <b>0</b>       | <b>0</b>      | <b>0</b>              | <b>0</b>       | <b>16</b>           | <b>1,012</b>  |
| <b>DIVISION III - (Local Funding)</b>                                                               |                 |                  |                  |                |                |              |              |                |               |                       |                |                     |               |
| <b>Preliminary and Final Fiber Design Phase 2 &amp; 3</b>                                           |                 |                  |                  |                |                |              |              |                |               |                       |                |                     |               |
| 139 Coordination with Waterloo Fiber                                                                |                 | 8                |                  |                | 4              | 8            |              |                |               |                       |                |                     | 20            |
| 140 Preliminary Fiber Sheets (Phase 2 & 3)                                                          |                 |                  |                  |                | 2              | 48           |              |                |               |                       |                |                     | 50            |
| 141 Fiber Sheets (Phase 2)                                                                          |                 |                  |                  |                | 4              | 12           |              |                |               |                       |                |                     | 16            |
| 142 Fiber Sheets (Phase 3)                                                                          |                 |                  |                  |                | 4              | 12           |              |                |               |                       |                |                     | 16            |
| 143 Special Provisions                                                                              |                 |                  |                  |                | 8              | 8            |              |                |               |                       |                | 8                   | 24            |
| 144 Public Interest Findings                                                                        |                 |                  |                  |                | 8              | 8            |              |                |               |                       |                |                     | 16            |
| <b>RAISE Grant Agreement Baseline Report</b>                                                        |                 |                  |                  |                |                |              |              |                |               |                       |                |                     |               |
| 145 Updated Crash Report Analysis (Completed by HR Green)                                           |                 | 4                |                  |                |                | 4            |              |                |               |                       |                |                     | 8             |
| 146 Updated Traffic Counts and New Bicycle and Pedestrian Counts (Completed by Iowa Traffic Counts) |                 | 4                |                  |                |                | 4            |              |                |               |                       |                |                     | 8             |
| 147 Coordination with FHWA and USDOT                                                                | 10              | 48               |                  |                | 40             | 100          |              |                |               |                       |                |                     | 198           |
| <b>DIVISION III - (Local Funding) - Total</b>                                                       | <b>10</b>       | <b>64</b>        | <b>0</b>         | <b>0</b>       | <b>70</b>      | <b>172</b>   | <b>0</b>     | <b>0</b>       | <b>0</b>      | <b>0</b>              | <b>0</b>       | <b>8</b>            | <b>324</b>    |
| <b>TOTAL HOURS</b>                                                                                  | <b>70</b>       | <b>432</b>       | <b>92</b>        | <b>889</b>     | <b>1,068</b>   | <b>4,048</b> | <b>2,206</b> | <b>2,325</b>   | <b>1,326</b>  | <b>0</b>              | <b>245</b>     | <b>460</b>          | <b>13,161</b> |

**La Porte Road Reconstruction  
Preliminary and Final Design - Phase 2 & 3  
City of Waterloo**

**Local Systems Project Number: HDP-8155(787)--71-07**

**COST ANALYSIS - HR Green - DIVISION I**

**I. Direct Labor Cost (HR Green)**

| <u>Category</u>    | <u>Hours</u> | <u>Rate/Hour</u> | <u>Amount</u>      |             |
|--------------------|--------------|------------------|--------------------|-------------|
| Technical Advisor  | 32           | \$79.48          | \$2,543.36         |             |
| Project Manager    | 34           | \$60.91          | \$2,070.94         |             |
| Lighting Engineer  | 147          | \$78.85          | \$11,590.95        |             |
| Trans. Designer II | 186          | \$31.23          | \$5,808.78         |             |
| Signals Engineer   | 152          | \$52.20          | \$7,934.40         |             |
| Staff Engineer     | <u>288</u>   | <u>\$38.47</u>   | <u>\$11,079.36</u> | \$41,027.79 |
|                    | 839          |                  |                    |             |

**II. Payroll Burden and Overhead Provisional Costs** 184.60% \$75,737.30

**III. Direct Project Expenses**

| <u>Category</u>  | <u>Units</u> | <u>Rate/Unit</u> | <u>Amount</u> |          |
|------------------|--------------|------------------|---------------|----------|
| Equipment Rental | 3            | 110              | 330.00        |          |
|                  |              |                  |               | \$330.00 |

**IV. Estimated Actual Costs** \$117,095.09  
Rounded \$117,100.00

**V. Fixed Fee (12%)** \$14,011.81  
Rounded \$14,000.00

**VI. Subconsultant Authorized Amount** \$131,100.00

**VII. Contingency (10%)** \$11,710.00  
Rounded \$11,700.00

**VIII. Maximum Amount Payable** \$142,800.00

**La Porte Road Reconstruction  
Preliminary and Final Design - Phase 2 & 3  
City of Waterloo**

**Local Systems Project Number: HDP-8155(787)--71-07**

**COST ANALYSIS - HR Green - DIVISION III**

**I. Direct Labor Cost (HR Green)**

| <u>Category</u>    | <u>Hours</u> | <u>Rate/Hour</u> | <u>Amount</u>   |            |
|--------------------|--------------|------------------|-----------------|------------|
| Technical Advisor  | 8            | \$79.48          | \$635.84        |            |
| Project Manager    | 6            | \$60.91          | \$365.46        |            |
| Lighting Engineer  | 0            | \$78.85          | \$0.00          |            |
| Trans. Designer II | 0            | \$31.23          | \$0.00          |            |
| Signals Engineer   | 16           | \$52.20          | \$835.20        |            |
| Staff Engineer     | <u>24</u>    | <u>\$38.47</u>   | <u>\$923.28</u> |            |
|                    | 54           |                  |                 | \$2,759.78 |

**II. Payroll Burden and Overhead Provisional Costs** 184.60% \$5,094.55

**III. Direct Project Expenses**

| <u>Category</u>  | <u>Units</u> | <u>Rate/Unit</u> | <u>Amount</u> |        |
|------------------|--------------|------------------|---------------|--------|
| Equipment Rental | 0            | 110              | 0.00          |        |
|                  |              |                  |               | \$0.00 |

**IV. Estimated Actual Costs** \$7,854.33  
Rounded \$7,900.00

**V. Fixed Fee (12%)** \$942.52  
Rounded \$900.00

**VI. Subconsultant Authorized Amount** \$8,800.00

**VII. Contingency (10%)** \$790.00  
Rounded \$800.00

**VIII. Maximum Amount Payable** \$9,600.00

La Porte Road Reconstruction  
Preliminary and Final Design - Phase 2 & 3  
City of Waterloo

HR Green  
Staff Hour Estimate

| Description of Work                                                    | Technical Advisor | Project Manager | Lighting Engineer | Trans Designer II | Signals Engineer | Staff Engineer | Total      |
|------------------------------------------------------------------------|-------------------|-----------------|-------------------|-------------------|------------------|----------------|------------|
|                                                                        | Willham           | Benjamin        | Brown             | Tyrell            | Cutler           | Volk           |            |
| <b><i>DIVISION I - (RAISE, STBG, and Local Funding)</i></b>            |                   |                 |                   |                   |                  |                |            |
| <b>Preliminary Design Phase 2</b>                                      |                   |                 |                   |                   |                  |                |            |
| 13 Traffic Signal Design and Sheets (Completed by HR Green) (N Sheets) | 8                 | 6               | 4                 | 16                | 44               | 96             | 174        |
| 15 Streetlighting Design and Sheets (P Sheets) (Completed by HR Green) |                   | 6               | 35                | 40                |                  |                | 81         |
| <b>Preliminary Design Phase 3</b>                                      |                   |                 |                   |                   |                  |                |            |
| 31 Traffic Signal Design and Sheets (Completed by HR Green) (N Sheets) | 8                 | 6               | 4                 | 8                 | 20               | 32             | 78         |
| 33 Streetlighting Design and Sheets (P Sheets) (Completed by HR Green) |                   |                 | 38                | 40                |                  |                | 78         |
| <b>Final Design Phase 2</b>                                            |                   |                 |                   |                   |                  |                |            |
| 55 Traffic Signalization Sheets (Completed by HR Green) (N Sheets)     | 8                 | 8               | 2                 |                   | 60               | 120            | 198        |
| 57 Streetlighting Design (Completed by HR Green) (P Sheets)            |                   |                 | 31                | 41                |                  |                | 72         |
| <b>Final Design Phase 3</b>                                            |                   |                 |                   |                   |                  |                |            |
| 82 Traffic Signalization Sheets (Completed by HR Green) (N Sheets)     | 8                 | 8               | 2                 |                   | 28               | 40             | 86         |
| 84 Streetlighting Design (Completed by HR Green) (P Sheets)            |                   |                 | 31                | 41                |                  |                | 72         |
| <b><i>DIVISION I - (RAISE, STBG, and Local Funding) - Total</i></b>    | <b>32</b>         | <b>34</b>       | <b>147</b>        | <b>186</b>        | <b>152</b>       | <b>288</b>     | <b>839</b> |
| <b><i>DIVISION III - (Local Funding)</i></b>                           |                   |                 |                   |                   |                  |                |            |
| <b>RAISE Grant Agreement Baseline Report</b>                           |                   |                 |                   |                   |                  |                |            |
| 145 Updated Crash Report Analysis (Completed by HR Green)              | 8                 | 6               |                   |                   | 16               | 24             | 54         |
| <b><i>DIVISION III - (Local Funding) - Total</i></b>                   | <b>8</b>          | <b>6</b>        | <b>0</b>          | <b>0</b>          | <b>16</b>        | <b>24</b>      | <b>54</b>  |
| <b>TOTAL HOURS</b>                                                     | <b>40</b>         | <b>40</b>       | <b>147</b>        | <b>186</b>        | <b>168</b>       | <b>312</b>     | <b>893</b> |

**La Porte Road Reconstruction  
Preliminary and Final Design - Phase 2 & 3  
City of Waterloo**

**Local Systems Project Number: HDP-8155(787)--71-07**

**COST ANALYSIS - Terracon - DIVISION I**

**I. Direct Labor Cost (Terracon)**

| <u>Category</u>                    | <u>Hours</u> | <u>Rate/Hour</u> | <u>Amount</u> |            |
|------------------------------------|--------------|------------------|---------------|------------|
| Technician II Average              | 40           | \$21.11          | \$844.40      |            |
| Technician III Average             | 20           | \$23.78          | \$475.60      |            |
| Technician V Average               | 5            | \$29.65          | \$148.25      |            |
| Driller Helper Average             | 30           | \$23.85          | \$715.50      |            |
| Driller Average                    | 30           | \$34.82          | \$1,044.60    |            |
| Group Manager - 060811             | 5            | \$45.67          | \$228.35      |            |
| CAD Designer - 202969              | 5            | \$38.70          | \$193.50      |            |
| Field Geologist - 217061           | 15           | \$30.77          | \$461.55      |            |
| Project Engineer - 212440          | 50           | \$38.32          | \$1,916.00    |            |
| Senior Engineer - 008101           | 15           | \$55.43          | \$831.45      |            |
| Project Engineer - 203959          | 5            | \$51.01          | \$255.05      |            |
| Manager Regional Services - 008411 | 5            | \$71.15          | \$355.75      |            |
| Admin Average                      | 5            | \$22.91          | \$114.55      |            |
|                                    | 230          |                  |               | \$7,584.55 |

|      |                                               |         |             |
|------|-----------------------------------------------|---------|-------------|
| II.  | Payroll Burden and Overhead Provisional Costs | 200.86% | \$15,234.33 |
|      | FCCM (%)                                      | 1.53%   | \$116.04    |
| III. | Direct Project Expenses                       |         |             |

| <u>Category</u>             | <u>Units</u> | <u>Rate/Unit</u> | <u>Amount</u> |             |
|-----------------------------|--------------|------------------|---------------|-------------|
| Drill Rig                   | 30           | 91.5             | 2,745.00      |             |
| Mileage                     | 150          | 0.67             | 100.50        |             |
| Consumable & Misc. Supplies | 1            | 350              | 350.00        |             |
| Traffic Control             | 3            | 3000             | 9,000.00      |             |
|                             |              |                  |               | \$12,195.50 |

|     |                        |         |             |
|-----|------------------------|---------|-------------|
| IV. | Estimated Actual Costs |         | \$35,130.42 |
|     |                        | Rounded | \$35,100.00 |

|    |                     |         |            |
|----|---------------------|---------|------------|
| V. | Fixed Fee (12%)     |         | \$2,738.27 |
|    | FCCM                |         | (\$116.04) |
|    | Fixed Fee Less FCCM |         | \$2,622.22 |
|    |                     | Rounded | \$2,600.00 |

|     |                                 |  |             |
|-----|---------------------------------|--|-------------|
| VI. | Subconsultant Authorized Amount |  | \$37,700.00 |
|-----|---------------------------------|--|-------------|

|      |                   |            |            |
|------|-------------------|------------|------------|
| VII. | Contingency (10%) | \$3,510.00 |            |
|      |                   | Rounded    | \$3,500.00 |

|       |                        |  |                           |
|-------|------------------------|--|---------------------------|
| VIII. | Maximum Amount Payable |  | <u><u>\$41,200.00</u></u> |
|-------|------------------------|--|---------------------------|

**La Porte Road Reconstruction  
Preliminary and Final Design - Phase 2 & 3  
City of Waterloo**

**Local Systems Project Number: HDP-8155(787)--71-07**

**COST ANALYSIS - Robinson Engineering Company - DIVISION I**

I. Direct Labor Cost (Robinson Engineering Company)

| <u>Category</u> | <u>Hours</u> | <u>Rate/Hour</u> | <u>Amount</u>      |             |
|-----------------|--------------|------------------|--------------------|-------------|
| Principal       | 25           | \$40.00          | \$1,000.00         |             |
| Engineer        | <u>536</u>   | <u>\$40.00</u>   | <u>\$21,440.00</u> | \$22,440.00 |
|                 | 561          |                  |                    |             |

II. Payroll Burden and Overhead Provisional Costs 223.22% \$50,090.57

III. Direct Project Expenses

| <u>Category</u>                | <u>Units</u> | <u>Rate/Unit</u> | <u>Amount</u> |          |
|--------------------------------|--------------|------------------|---------------|----------|
| NPDES Permits and Publications | 1            | 750              | 750.00        |          |
|                                |              |                  |               | \$750.00 |

IV. Estimated Actual Costs \$73,280.57  
Rounded \$73,300.00

V. Fixed Fee (12%) \$8,703.67  
Rounded \$8,700.00

VI. Subconsultant Authorized Amount \$82,000.00

VII. Contingency (10%) \$7,330.00  
Rounded \$7,300.00

VIII. Maximum Amount Payable \$89,300.00

La Porte Road Reconstruction  
Preliminary and Final Design - Phase 2 & 3  
City of Waterloo

Robinson Engineering Company  
Staff Hour Estimate

| Description of Work                                                 | Principal | Engineer   | Total      |
|---------------------------------------------------------------------|-----------|------------|------------|
| <b><i>DIVISION I - (RAISE, STBG, and Local Funding)</i></b>         |           |            |            |
| <b>Preliminary Design Phase 2</b>                                   |           |            |            |
| 16 Erosion Control Sheets (RC, RR and RU Sheets)                    | 4         | 80         | 84         |
| <b>Preliminary Design Phase 3</b>                                   |           |            |            |
| 34 Erosion Control Sheets (RC, RR and RU Sheets)                    | 4         | 80         | 84         |
| <b>Final Design Phase 2</b>                                         |           |            |            |
| 58 Temporary Erosion Control Design/SWPPP (RC, RE, and RU Sheets)   | 6         | 156        | 162        |
| <b>Final Design Phase 3</b>                                         |           |            |            |
| 85 Temporary Erosion Control Design/SWPPP (RC, RE, and RU Sheets)   | 6         | 156        | 162        |
| <b>Project Administration, Permitting, and Meetings</b>             |           |            |            |
| 109 NPDES (Phase 2 & 3) (NPDES Permits)                             | 5         | 64         | 69         |
| <b><i>DIVISION I - (RAISE, STBG, and Local Funding) - Total</i></b> | <b>25</b> | <b>536</b> | <b>561</b> |
| <b>TOTAL HOURS</b>                                                  | <b>25</b> | <b>536</b> | <b>561</b> |

La Porte Road Reconstruction  
Preliminary and Final Design - Phase 2 & 3  
City of Waterloo

Local Systems Project Number: HDP-8155(787)--71-07

Cost Analysis - RITLAND+KUIPER Landscape Architects - DIVISION II

| Task No.                                                      | Description of Work                                  | Senior LA 1 | Senior LA 2 | Landscape Architect | Total      |
|---------------------------------------------------------------|------------------------------------------------------|-------------|-------------|---------------------|------------|
| <b><i>DIVISION II - (RAISE and Local Funding)</i></b>         |                                                      |             |             |                     |            |
| <b>Preliminary and Final Design Phase 2</b>                   |                                                      |             |             |                     |            |
| 116                                                           | Preliminary Landscaping Design and Sheets (I Sheets) |             | 40          |                     | 40         |
| 118                                                           | Final Landscaping Design and Sheets (I Sheets)       |             | 106         |                     | 106        |
| <b>Preliminary and Final Design Phase 3</b>                   |                                                      |             |             |                     |            |
| 127                                                           | Preliminary Landscaping Design and Sheets (I Sheets) |             | 40          |                     | 40         |
| 129                                                           | Final Landscaping Design and Sheets (I Sheets)       |             | 84          |                     | 84         |
| <b><i>DIVISION II - (RAISE and Local Funding) - Total</i></b> |                                                      | <b>0</b>    | <b>270</b>  | <b>0</b>            | <b>270</b> |
| <b>TOTAL HOURS</b>                                            |                                                      | <b>0</b>    | <b>270</b>  | <b>0</b>            | <b>270</b> |

|                                  |          |             |         |             |
|----------------------------------|----------|-------------|---------|-------------|
| Hourly Rate                      | \$125.00 | \$125.00    | \$75.00 |             |
| Direct Labor Amount              | \$0.00   | \$33,750.00 | \$0.00  | \$33,750.00 |
| Estimated Expenses               |          |             |         | \$0.00      |
| Direct Expense Costs             | \$0.00   |             |         |             |
| Estimated Actual Costs           |          |             |         | \$33,750.00 |
| Subconsultant Authorized Amount  |          | Rounded     |         | \$33,800.00 |
| Contingency (10%) - Rounded      |          |             |         | \$3,400.00  |
| Maximum Amount Payable (Rounded) |          |             |         | \$37,200.00 |

**La Porte Road Reconstruction**  
**Preliminary and Final Design - Phase 2 & 3**  
**City of Waterloo**

**Local Systems Project Number: HDP-8155(787)--71-07**

**COST ANALYSIS - Iowa Counts - DIVISION III**

I. Traffic Count Cost Per Intersection (Iowa Counts)

DIVISION III - (Local Funding)  
 RAISE Grant Agreement Baseline Report  
 Task 146 - Updated Traffic Counts and New Bicycle and Pedestrian Counts

| <u>Intersection Counts</u>         | <u>Unit</u> | <u>Rate/Intersection</u> | <u>Amount</u>     |            |
|------------------------------------|-------------|--------------------------|-------------------|------------|
| La Porte Road and Shaulis Road     | 1           | \$3,000.00               | \$3,000.00        |            |
| La Porte Road and San Marnan Drive | 1           | \$3,000.00               | \$3,000.00        |            |
| La Porte Road and Mitchell Avenue  | 1           | \$3,000.00               | <u>\$3,000.00</u> | \$9,000.00 |
|                                    | 3           |                          |                   |            |

|      |                                 |          |         |                   |
|------|---------------------------------|----------|---------|-------------------|
| II.  | Estimated Actual Costs          |          |         | \$9,000.00        |
| III. | Subconsultant Authorized Amount |          |         | \$9,000.00        |
| IV.  | Contingency (10%)               | \$900.00 |         |                   |
|      |                                 |          | Rounded | \$900.00          |
| V.   | Maximum Amount Payable          |          |         | <u>\$9,900.00</u> |

## **ATTACHMENT D**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

#### **Instructions for Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective 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 primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person" "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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.
7. The prospective primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 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.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) 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;
  - (c) 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 (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of Iowa

Black Hawk County

I, Douglas W. Schindel, Vice President, of the

AECOM Technical Services, Inc., Company, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above Statements are true and correct.



\_\_\_\_\_  
Douglas W. Schindel, PE  
Vice President

Subscribed and sworn to this 19 day of July, 2024.  
(month) (year)

## ATTACHMENT E

### CERTIFICATION OF CONSULTANT

I hereby certify that I, Douglas W. Schindel, am the Vice President and duly authorized representative of the firm of AECOM Technical Services, Inc., whose address is 501 Sycamore Street, Suite 222, Waterloo, IA 50703, and that neither the above firm nor I has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.



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Douglas W. Schindel, PE  
Vice President

July 19, 2024

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Date

**ATTACHMENT F**

**CERTIFICATION OF OWNER**

I hereby certify that I, Quentin Hart, am the Mayor and the duly authorized representative of the **Owner**, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

---

Signature

---

Date

ATTACHMENT G  
Page 1

Consultant Name  
Consultant Address  
Consultant Address

Cost Plus Fixed Fee Progressive Invoice

Date

|                        |                            |
|------------------------|----------------------------|
| Invoice No.            | Client Project No.         |
| Invoice Period Covered | County                     |
| Consultant Job No.     | Client Project Description |
|                        | Client Contract No.        |

|                                                      | Contract<br>Estimate | Cumulative<br>To Date | Current<br>Period |
|------------------------------------------------------|----------------------|-----------------------|-------------------|
| Labor Dollars                                        |                      |                       |                   |
| Overhead                                             |                      |                       |                   |
| Overhead Adjustments                                 |                      |                       |                   |
| Direct Expenses                                      |                      |                       |                   |
| Mileage                                              |                      |                       |                   |
| Per Diem                                             |                      |                       |                   |
| CADD                                                 |                      |                       |                   |
| Estimated Actual Costs                               |                      |                       |                   |
| [Prime Only] (See Note 1)                            |                      |                       |                   |
| Subconsultants (including authorized<br>contingency) |                      |                       |                   |
| Name                                                 |                      |                       |                   |
| Name                                                 |                      |                       |                   |
| Name                                                 |                      |                       |                   |
| Estimated Actual Costs                               |                      |                       |                   |
| [Total Subconsultant Costs]                          |                      |                       |                   |
| Total Estimated Actual Costs                         |                      |                       |                   |
| [Prime + Total Subconsultant<br>Costs]               |                      |                       |                   |
| Fixed Fee (See Note 2)                               |                      |                       |                   |
| Authorized Contingency                               |                      |                       |                   |
| Total Authorized Amount                              |                      |                       |                   |
| Total Billed To Date                                 |                      |                       |                   |
| Remaining Authorized Balance                         |                      |                       |                   |
| Unauthorized Contingency                             |                      |                       |                   |
| Prime                                                |                      |                       |                   |
| Subconsultant Name                                   |                      |                       |                   |
| Subconsultant Name                                   |                      |                       |                   |

Labor Hours

Note 1: Do not include Subconsultant Expenses. Include Direct Labor, Overhead, and Direct Expenses for Prime Consultant only.

Note 2: Fixed fee shall be proportionate to the amount of actual costs invoiced compared to the actual costs estimated.

# ATTACHMENT G

## Page 2

Consultant Name  
Consultant Address  
Consultant Address

### Cost Plus Fixed Fee Final Invoice

Date

Invoice No.  
Invoice Period Covered  
Consultant Job No.

Client Project No.  
County  
Client Project Description  
Client Contract No.

|                                                      | Contract<br>Estimate | Cumulative<br>To Date | Current<br>Period |
|------------------------------------------------------|----------------------|-----------------------|-------------------|
| Labor Dollars (2001)                                 |                      |                       |                   |
| Labor Dollars (2000)                                 |                      |                       |                   |
| Labor Dollars (1999)                                 |                      |                       |                   |
| Overhead (2001)                                      |                      |                       |                   |
| Overhead (2000)                                      |                      |                       |                   |
| Overhead (1999)                                      |                      |                       |                   |
| Direct Expenses                                      |                      |                       |                   |
| Mileage                                              |                      |                       |                   |
| Per Diem                                             |                      |                       |                   |
| CADD                                                 |                      |                       |                   |
| Estimated Actual Costs                               |                      |                       |                   |
| [Prime Only]                                         |                      |                       |                   |
| Subconsultants (including authorized<br>contingency) |                      |                       |                   |
| Name                                                 |                      |                       |                   |
| Name                                                 |                      |                       |                   |
| Name                                                 |                      |                       |                   |
| Estimated Actual Costs                               |                      |                       |                   |
| [Total Subconsultant Costs]                          |                      |                       |                   |
| Total Estimated Actual Costs                         |                      |                       |                   |
| [Prime + Total Subconsultant<br>Costs]               |                      |                       |                   |
| Fixed Fee                                            |                      |                       |                   |
| Authorized Contingency                               |                      |                       |                   |
| Total Authorized Amount                              |                      |                       |                   |
| Total Billed To Date                                 |                      |                       |                   |
| Remaining Authorized Balance                         |                      |                       |                   |
| Unauthorized Contingency                             |                      |                       |                   |
| Prime                                                |                      |                       |                   |
| Subconsultant Name                                   |                      |                       |                   |
| Subconsultant Name                                   |                      |                       |                   |
| Labor Hours (2001)                                   |                      |                       |                   |
| Labor Hours (2000)                                   |                      |                       |                   |
| Labor Hours (1999)                                   |                      |                       |                   |

## ATTACHMENT G

### Page 3

#### Cost Plus Fixed Fee Final Invoice Instructions

- Employee Labor Hours and Dollars: A final cumulative job cost report that shows a breakdown of labor by fiscal year, employee name, employee labor hours and employee labor rate is required. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Overhead Rates: Overhead rates and labor dollars to which the overhead rates are applied should match the fiscal year in which the costs are incurred. Overhead rates applied to labor should be audit verified when available. When not available, proposed FAR adjusted rates for the fiscal year in which the labor is incurred should be used.
- Direct Expenses: A final cumulative job cost report that shows a breakdown of direct expenses by specific item (mileage, CADD, per diem, etc....) by fiscal year is required. Direct expense items charged should identify the number of units (miles, hours, prints, copies, feet, etc....) and the rate applied by fiscal year. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Subconsultant: Final invoice requirements for subconsultants with cost plus fixed fee contracts are the same as the requirements for the prime consultant. It is the prime consultant's responsibility to assure such an invoice is acquired and attached to the prime's final invoice.

# CONTRACT

7/24/2024 2:51 PM

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|                                                           |                                 |                                     |
|-----------------------------------------------------------|---------------------------------|-------------------------------------|
| <b>Letting Date:</b> July 16, 2024                        | <b>Contract ID:</b> 07-8155-775 | <b>Call Order:</b> 101              |
| <b>County:</b> BLACK HAWK                                 | <b>Project Engineer:</b> AECOM  |                                     |
| <b>Cost Center:</b> 611000                                | <b>Object Code:</b> 890         | <b>DBE Commitment:</b> \$311,500.00 |
| <b>Contract Work Type:</b> PCC PAVEMENT - GRADE & REPLACE |                                 |                                     |

---

This agreement made and entered by and between the Contracting Authority,  
CITY OF WATERLOO  
and Contractor,  
PETERSON CONTRACTORS INC. (PE320)  
City: REINBECK State: IA

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

Contractor, for and in considerations of \$ 10,377,066.19 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

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

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

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

To accomplish the purpose herein expressed, the Contracting Authority and Contractor have signed this instrument.

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

Contract Prepared by  
Contracts and Specifications Bureau

Contract Project(s)

|                                                                                             |                    |                             |
|---------------------------------------------------------------------------------------------|--------------------|-----------------------------|
| Contract ID: 07-8155-775                                                                    | Call Order: 101    | Letting Date: July 16, 2024 |
| Project Number: HDP-8155(775)--71-07                                                        | County: BLACK HAWK |                             |
| Project Work Type: PCC PAVEMENT - GRADE & REPLACE                                           |                    |                             |
| Location: In the city of Waterloo, On La Porte Rd, from E Shaulis Rd N 1.6 miles to Bopp St |                    |                             |
| Route: LA PORTE ROAD                                                                        |                    |                             |
| Federal Aid - Predetermined Wages are in Effect                                             |                    |                             |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Time

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

| Site ID | Site Details    |            |               | Liquidated Damages |
|---------|-----------------|------------|---------------|--------------------|
| 00      | Late Start Date | 08/19/2024 | 320 WORK DAYS | \$2,000.00         |

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

Contract Prepared by  
Contracts and Specifications Bureau

Notes

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

Notes :

There are no notes for this contract.

Contract Prepared by  
Contracts and Specifications Bureau

Contract Addenda

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|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

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The following is a list of Contract Addenda:

- 16JUL101.A01
- 16JUL101.A02

**Contract Prepared by**  
**Contracts and Specifications Bureau**

**Contract Specifications List**

**Contract ID:** 07-8155-775

**Call Order:** 101

**Letting Date:** July 16, 2024

| Note         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 001.2023     | <p>*** STANDARD SPECIFICATIONS -- SERIES 2023 ***</p> <p>The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2023, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.</p>                                                                                                           |
| 500.06       | <p>*** WINTER WORK ***</p> <p>The free time allowed between November 15 and April 1 will not be permitted on this project until the roadway is open to through traffic. The Contractor shall work during the winter on all working days as defined in Article 1101.03 'Working Day' until the roadway is open to through traffic.</p>                                                                                                                                           |
| 500.2026     | <p>*** NO WINTER FREE TIME ***</p> <p>The free time allowed between November 15 and April 1 will not be permitted on this project during the winter of 2026-2027. The Contractor shall work during the winter on all working days as defined in article 1101.03 'working day'.</p>                                                                                                                                                                                              |
| 660.26       | <p>*** SPECIALTY ITEM ***</p> <p>The item 'TRAFFIC SIGNALIZATION' and/or 'TRAFFIC SIGNAL INSTALLATION' is considered a specialty item for this project.</p> <p>When performed by subcontract, the cost of the specialty item/s so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Prime Contractor with his/her own organization. Refer to Article 1108.01 of the Standard Specifications.</p> |
| FHWA-1273.09 | <p>FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS -- REVISED OCTOBER 23, 2023</p> <p>23 U.S.C. 133(i) requires application of Davis Bacon predetermined wages on certain projects on roads functionally classified as a local road or a rural minor collector. This supersedes the applicability described in FHWA-1273 Section IV.</p>                                                                                                             |
| GS-23002     | <p>GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION</p>                                                                                                                                                                                                                                                                                                                                                                                                  |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Specifications List

| Contract ID: 07-8155-775 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------|
| Note                     | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                             |
| IA24-81.0                | <p>PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA20240081 FOR HEAVY AND HIGHWAY CONSTRUCTION -- STATEWIDE (EXCEPT SCOTT COUNTY)</p> <p>Note: The Contractor shall review the contract documents and is responsible for identifying which zone(s), as defined in the Predetermined Wage Rate specification, apply to the work on the contract.</p> <p>*** Additional Requirement ***</p> <p>The Prime Contractor shall submit certified payrolls for itself and each approved Subcontractor weekly to the Project Engineer. The Contractor may use the Iowa D.O.T. Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the Subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.</p> |                 |                             |
| SP-232006                | <p>SPECIAL PROVISIONS FOR SANITARY SEWER REHABILITATION USING CURED-IN-PLACE PIPE</p> <p>Black Hawk County HDP-8155(775)--71-07</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                             |
| SP-232007                | <p>SPECIAL PROVISIONS FOR FIBER INSTALLATION</p> <p>Black Hawk County HDP-8155(775)--71-07</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                             |
| SP-232008                | <p>SPECIAL PROVISIONS FOR COLORED, STAMPED PORTLAND CEMENT CONCRETE</p> <p>Black Hawk County HDP-8155(775)--71-07</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                             |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

|                                |                                |
|--------------------------------|--------------------------------|
| SECTION: 0001<br>ROADWAY ITEMS | SECTION TOTAL: \$10,377,066.19 |
|--------------------------------|--------------------------------|

| Contract<br>Line<br>Number | Item Number<br>Item Description                                          | Item Quantity<br>and Units | Unit Price |       | Bid Amount |       |
|----------------------------|--------------------------------------------------------------------------|----------------------------|------------|-------|------------|-------|
|                            |                                                                          |                            | Dollars    | Cents | Dollars    | Cents |
| 0010                       | 2101-0850001<br>CLEARING AND GRUBBING                                    | 7.700<br>ACRE              | 10,000.00  |       | 77,000.00  |       |
| 0020                       | 2101-0850002<br>CLEARING AND GRUBBING                                    | 934.300<br>UNIT            | 36.50      |       | 34,101.95  |       |
| 0030                       | 2102-0425071<br>SPECIAL BACKFILL                                         | 300.000<br>CY              | 18.50      |       | 5,550.00   |       |
| 0040                       | 2102-2625001<br>EMBANKMENT-IN-PLACE,<br>CONTRACTOR FURNISHED             | 12,201.000<br>CY           | 17.00      |       | 207,417.00 |       |
| 0050                       | 2102-2710070<br>EXCAVATION, CLASS 10, ROADWAY<br>AND BORROW              | 32,609.000<br>CY           | 5.50       |       | 179,349.50 |       |
| 0060                       | 2102-2710080<br>EXCAVATION, CLASS 10, UNSUITABLE<br>OR UNSTABLE MATERIAL | 300.000<br>CY              | 15.00      |       | 4,500.00   |       |
| 0070                       | 2102-2712015<br>EXCAVATION, CLASS 12, BOULDERS<br>OR ROCK FRAGMENTS      | 300.000<br>CY              | 30.00      |       | 9,000.00   |       |
| 0080                       | 2104-2710020<br>EXCAVATION, CLASS 10, CHANNEL                            | 179.900<br>CY              | 25.00      |       | 4,497.50   |       |
| 0090                       | 2105-8425015<br>TOPSOIL, STRIP, SALVAGE AND<br>SPREAD                    | 32,254.000<br>CY           | 7.00       |       | 225,778.00 |       |
| 0100                       | 2109-8225100<br>SPECIAL COMPACTION OF<br>SUBGRADE                        | 79.000<br>STA              | 650.00     |       | 51,350.00  |       |
| 0110                       | 2113-0001100<br>SUBGRADE STABILIZATION<br>MATERIAL, POLYMER GRID         | 4,435.000<br>SY            | 2.00       |       | 8,870.00   |       |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

|                                |                                |
|--------------------------------|--------------------------------|
| SECTION: 0001<br>ROADWAY ITEMS | SECTION TOTAL: \$10,377,066.19 |
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| Contract<br>Line<br>Number | Item Number<br>Item Description                                                                                      | Item Quantity<br>and Units | Unit Price |        | Bid Amount   |       |
|----------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------------|------------|--------|--------------|-------|
|                            |                                                                                                                      |                            | Dollars    | Cents  | Dollars      | Cents |
| 0120                       | 2115-0100000<br>MODIFIED SUBBASE                                                                                     | 16,407.000<br>CY           |            | 42.50  | 697,297.50   |       |
| 0130                       | 2123-7450020<br>SHOULDER FINISHING, EARTH                                                                            | 157.700<br>STA             |            | 250.00 | 39,425.00    |       |
| 0140                       | 2210-0475290<br>MACADAM STONE BASE                                                                                   | 285.000<br>TON             |            | 28.00  | 7,980.00     |       |
| 0150                       | 2213-7100400<br>RELOCATION OF MAIL BOXES                                                                             | 8.000<br>EACH              |            | 250.00 | 2,000.00     |       |
| 0160                       | 2301-1033090<br>STANDARD OR SLIP FORM<br>PORTLAND CEMENT CONCRETE<br>PAVEMENT, CLASS C, CLASS 3<br>DURABILITY, 9 IN. | 38,167.500<br>SY           |            | 62.65  | 2,391,193.88 |       |
| 0170                       | 2304-0101000<br>TEMPORARY PAVEMENT                                                                                   | 1,770.400<br>SY            |            | 71.00  | 125,698.40   |       |
| 0180                       | 2315-8275025<br>SURFACING, DRIVEWAY, CLASS A<br>CRUSHED STONE                                                        | 100.000<br>TON             |            | 27.50  | 2,750.00     |       |
| 0190                       | 2316-0000110<br>PAYMENT ADJUSTMENT<br>INCENTIVE/DISINCENTIVE FOR PCC<br>PAVEMENT SMOOTHNESS (BY<br>SCHEDULE)         | 28,625.000<br>EACH         |            | 1.00   | 28,625.00    |       |
| 0200                       | 2401-6745356<br>REMOVAL OF CONCRETE FOOTINGS<br>OF LIGHT POLES                                                       | 2.000<br>EACH              |            | 950.00 | 1,900.00     |       |
| 0210                       | 2401-6745650<br>REMOVAL OF EXISTING<br>STRUCTURES                                                                    | LUMP SUM                   |            |        | 4,750.00     |       |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

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| SECTION: 0001<br>ROADWAY ITEMS | SECTION TOTAL: \$10,377,066.19 |
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| Contract<br>Line<br>Number | Item Number<br>Item Description                                   | Item Quantity<br>and Units | Unit Price |          | Bid Amount |            |
|----------------------------|-------------------------------------------------------------------|----------------------------|------------|----------|------------|------------|
|                            |                                                                   |                            | Dollars    | Cents    | Dollars    | Cents      |
| 0220                       | 2401-6745765<br>REMOVAL OF LIGHT POLES                            | 2.000<br>EACH              |            | 450.00   |            | 900.00     |
| 0230                       | 2401-6750001<br>REMOVALS, AS PER PLAN                             | LUMP SUM                   |            |          |            | 30,000.00  |
| 0240                       | 2402-0425040<br>FLOODED BACKFILL                                  | 2,835.000<br>CY            |            | 33.50    |            | 94,972.50  |
| 0250                       | 2402-2720000<br>EXCAVATION, CLASS 20                              | 1,029.000<br>CY            |            | 15.00    |            | 15,435.00  |
| 0260                       | 2402-2720100<br>EXCAVATION, CLASS 20, FOR<br>ROADWAY PIPE CULVERT | 2,592.000<br>CY            |            | 8.50     |            | 22,032.00  |
| 0270                       | 2402-3825025<br>GRANULAR MATERIAL FOR BLANKET                     | 158.800<br>CY              |            | 70.00    |            | 11,116.00  |
| 0280                       | 2403-0100020<br>STRUCTURAL CONCRETE (RCB<br>CULVERT)              | 371.900<br>CY              |            | 625.00   |            | 232,437.50 |
| 0290                       | 2404-7775000<br>REINFORCING STEEL                                 | 65,080.000<br>LB           |            | 1.50     |            | 97,620.00  |
| 0300                       | 2414-6444100<br>STEEL PIPE PEDESTRIAN HAND<br>RAILING             | 271.000<br>LF              |            | 265.00   |            | 71,815.00  |
| 0310                       | 2416-0100015<br>APRONS, CONCRETE, 15 IN. DIA.                     | 1.000<br>EACH              |            | 1,300.00 |            | 1,300.00   |
| 0320                       | 2416-0100018<br>APRONS, CONCRETE, 18 IN. DIA.                     | 29.000<br>EACH             |            | 1,350.00 |            | 39,150.00  |
| 0330                       | 2416-0100024<br>APRONS, CONCRETE, 24 IN. DIA.                     | 6.000<br>EACH              |            | 1,500.00 |            | 9,000.00   |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

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| Contract<br>Line<br>Number | Item Number<br>Item Description                                                 | Item Quantity<br>and Units | Unit Price |       | Bid Amount |       |
|----------------------------|---------------------------------------------------------------------------------|----------------------------|------------|-------|------------|-------|
|                            |                                                                                 |                            | Dollars    | Cents | Dollars    | Cents |
| 0340                       | 2416-0100030<br>APRONS, CONCRETE, 30 IN. DIA.                                   | 1.000<br>EACH              | 1,750.00   |       | 1,750.00   |       |
| 0350                       | 2416-0100036<br>APRONS, CONCRETE, 36 IN. DIA.                                   | 4.000<br>EACH              | 2,150.00   |       | 8,600.00   |       |
| 0360                       | 2416-0100042<br>APRONS, CONCRETE, 42 IN. DIA.                                   | 4.000<br>EACH              | 2,800.00   |       | 11,200.00  |       |
| 0370                       | 2416-0100048<br>APRONS, CONCRETE, 48 IN. DIA.                                   | 16.000<br>EACH             | 3,050.00   |       | 48,800.00  |       |
| 0380                       | 2416-0102236<br>APRON, LOW CLEARANCE<br>CONCRETE, EQUIVALENT DIAMETER<br>36 IN. | 1.000<br>EACH              | 2,650.00   |       | 2,650.00   |       |
| 0390                       | 2416-1165018<br>CULVERT, 2000D CONCRETE<br>ENTRANCE PIPE, 18 IN. DIA.           | 290.000<br>LF              | 47.50      |       | 13,775.00  |       |
| 0400                       | 2416-1180024<br>CULVERT, CONCRETE ROADWAY<br>PIPE, 24 IN. DIA.                  | 150.000<br>LF              | 59.50      |       | 8,925.00   |       |
| 0410                       | 2416-1180036<br>CULVERT, CONCRETE ROADWAY<br>PIPE, 36 IN. DIA.                  | 260.000<br>LF              | 100.00     |       | 26,000.00  |       |
| 0420                       | 2416-1180042<br>CULVERT, CONCRETE ROADWAY<br>PIPE, 42 IN. DIA.                  | 156.000<br>LF              | 125.00     |       | 19,500.00  |       |
| 0430                       | 2416-1180048<br>CULVERT, CONCRETE ROADWAY<br>PIPE, 48 IN. DIA.                  | 502.000<br>LF              | 160.00     |       | 80,320.00  |       |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

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|--------------------------------|--------------------------------|

| Contract<br>Line<br>Number | Item Number<br>Item Description                                                                       | Item Quantity<br>and Units | Unit Price |           | Bid Amount |            |
|----------------------------|-------------------------------------------------------------------------------------------------------|----------------------------|------------|-----------|------------|------------|
|                            |                                                                                                       |                            | Dollars    | Cents     | Dollars    | Cents      |
| 0440                       | 2416-1193218<br>CULVERT, 3000D LOW CLEARANCE<br>CONCRETE ENTRANCE PIPE,<br>EQUIVALENT DIAMETER 18 IN. | 370.000<br>LF              |            | 72.50     |            | 26,825.00  |
| 0450                       | 2417-0225018<br>APRONS, METAL, 18 IN. DIA.                                                            | 1.000<br>EACH              |            | 800.00    |            | 800.00     |
| 0460                       | 2418-0000010<br>TEMPORARY STREAM DIVERSION                                                            | 2.000<br>EACH              |            | 10,000.00 |            | 20,000.00  |
| 0470                       | 2435-0130348<br>MANHOLE, SANITARY SEWER, SW-<br>303, 48 IN.                                           | 2.000<br>EACH              |            | 22,500.00 |            | 45,000.00  |
| 0480                       | 2435-0140148<br>MANHOLE, STORM SEWER, SW-401,<br>48 IN.                                               | 2.000<br>EACH              |            | 4,500.00  |            | 9,000.00   |
| 0490                       | 2435-0140160<br>MANHOLE, STORM SEWER, SW-401,<br>60 IN.                                               | 5.000<br>EACH              |            | 6,150.00  |            | 30,750.00  |
| 0500                       | 2435-0250700<br>INTAKE, SW-507                                                                        | 30.000<br>EACH             |            | 7,400.00  |            | 222,000.00 |
| 0510                       | 2435-0250800<br>INTAKE, SW-508                                                                        | 6.000<br>EACH              |            | 9,400.00  |            | 56,400.00  |
| 0520                       | 2435-0250810<br>INTAKE, SW-508 MODIFIED                                                               | 3.000<br>EACH              |            | 12,800.00 |            | 38,400.00  |
| 0530                       | 2435-0250900<br>INTAKE, SW-509                                                                        | 18.000<br>EACH             |            | 9,000.00  |            | 162,000.00 |
| 0540                       | 2435-0251000<br>INTAKE, SW-510                                                                        | 4.000<br>EACH              |            | 11,000.00 |            | 44,000.00  |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

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|--------------------------------|--------------------------------|
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| Contract<br>Line<br>Number | Item Number<br>Item Description                                                                | Item Quantity<br>and Units | Unit Price |       | Bid Amount |       |
|----------------------------|------------------------------------------------------------------------------------------------|----------------------------|------------|-------|------------|-------|
|                            |                                                                                                |                            | Dollars    | Cents | Dollars    | Cents |
| 0550                       | 2435-0251010<br>INTAKE, SW-510 MODIFIED                                                        | 2.000<br>EACH              | 16,000.00  |       | 32,000.00  |       |
| 0560                       | 2435-0251224<br>INTAKE, SW-512, 24 IN.                                                         | 3.000<br>EACH              | 2,500.00   |       | 7,500.00   |       |
| 0570                       | 2435-0251300<br>INTAKE, SW-513                                                                 | 1.000<br>EACH              | 5,650.00   |       | 5,650.00   |       |
| 0580                       | 2435-0600010<br>MANHOLE ADJUSTMENT, MINOR                                                      | 3.000<br>EACH              | 3,800.00   |       | 11,400.00  |       |
| 0590                       | 2435-0600020<br>MANHOLE ADJUSTMENT, MAJOR                                                      | 5.000<br>EACH              | 4,300.00   |       | 21,500.00  |       |
| 0600                       | 2435-0700020<br>CONNECTION TO EXISTING INTAKE                                                  | 1.000<br>EACH              | 2,500.00   |       | 2,500.00   |       |
| 0610                       | 2502-8212206<br>SUBDRAIN, PERFORATED PLASTIC<br>PIPE, 6 IN. DIA.                               | 22,185.000<br>LF           | 11.00      |       | 244,035.00 |       |
| 0620                       | 2502-8221006<br>SUBDRAIN RISER, 6 IN., AS PER PLAN                                             | 1.000<br>EACH              | 850.00     |       | 850.00     |       |
| 0630                       | 2502-8221303<br>SUBDRAIN OUTLET, DR-303                                                        | 142.000<br>EACH            | 225.00     |       | 31,950.00  |       |
| 0640                       | 2502-8221306<br>SUBDRAIN OUTLET, DR-306                                                        | 15.000<br>EACH             | 500.00     |       | 7,500.00   |       |
| 0650                       | 2503-0112008<br>STORM SEWER GRAVITY MAIN,<br>TRENCHED, POLYVINYL CHLORIDE<br>PIPE (PVC), 8 IN. | 83.000<br>LF               | 50.00      |       | 4,150.00   |       |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

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| SECTION: 0001<br>ROADWAY ITEMS | SECTION TOTAL: \$10,377,066.19 |
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| Contract Line Number | Item Number<br>Item Description                                                                               | Item Quantity and Units | Unit Price |        | Bid Amount |       |
|----------------------|---------------------------------------------------------------------------------------------------------------|-------------------------|------------|--------|------------|-------|
|                      |                                                                                                               |                         | Dollars    | Cents  | Dollars    | Cents |
| 0660                 | 2503-0114215<br>STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN. | 2,557.000<br>LF         |            | 61.50  | 157,255.50 |       |
| 0670                 | 2503-0114218<br>STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN. | 1,683.000<br>LF         |            | 63.00  | 106,029.00 |       |
| 0680                 | 2503-0114224<br>STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN. | 1,486.000<br>LF         |            | 75.00  | 111,450.00 |       |
| 0690                 | 2503-0114230<br>STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN. | 1,129.000<br>LF         |            | 120.00 | 135,480.00 |       |
| 0700                 | 2503-0114236<br>STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 36 IN. | 1,059.000<br>LF         |            | 132.50 | 140,317.50 |       |
| 0710                 | 2503-0114415<br>STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 3000D (CLASS IV), 15 IN.  | 115.000<br>LF           |            | 61.50  | 7,072.50   |       |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

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|--------------------------------|--------------------------------|
| SECTION: 0001<br>ROADWAY ITEMS | SECTION TOTAL: \$10,377,066.19 |
|--------------------------------|--------------------------------|

| Contract<br>Line<br>Number | Item Number<br>Item Description                                                                                            | Item Quantity<br>and Units | Unit Price |        | Bid Amount |            |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------|----------------------------|------------|--------|------------|------------|
|                            |                                                                                                                            |                            | Dollars    | Cents  | Dollars    | Cents      |
| 0720                       | 2503-0114418<br>STORM SEWER GRAVITY MAIN,<br>TRENCHED, REINFORCED<br>CONCRETE PIPE (RCP), 3000D<br>(CLASS IV), 18 IN.      | 67.000<br>LF               |            | 65.00  |            | 4,355.00   |
| 0730                       | 2503-0116336<br>STORM SEWER GRAVITY MAIN,<br>TRENCHED, 2000D LOW CLEARANCE<br>CONCRETE PIPE, EQUIVALENT<br>DIAMETER 36 IN. | 126.000<br>LF              |            | 153.50 |            | 19,341.00  |
| 0740                       | 2503-0200036<br>REMOVE STORM SEWER PIPE LESS<br>THAN OR EQUAL TO 36 IN.                                                    | 2,728.000<br>LF            |            | 22.00  |            | 60,016.00  |
| 0750                       | 2503-0200136<br>REMOVE STORM SEWER PIPE<br>GREATER THAN 36 IN.                                                             | 520.000<br>LF              |            | 30.00  |            | 15,600.00  |
| 0760                       | 2504-0114018<br>SANITARY SEWER GRAVITY MAIN,<br>TRENCHED, POLYVINYL CHLORIDE<br>PIPE (PVC), 18 IN.                         | 50.000<br>LF               |            | 225.00 |            | 11,250.00  |
| 0770                       | 2506-4984000<br>FLOWABLE MORTAR                                                                                            | 225.000<br>CY              |            | 160.00 |            | 36,000.00  |
| 0780                       | 2507-3250005<br>ENGINEERING FABRIC                                                                                         | 1,131.000<br>SY            |            | 4.00   |            | 4,524.00   |
| 0790                       | 2507-6800061<br>REVTMENT, CLASS E                                                                                          | 1,118.000<br>TON           |            | 47.50  |            | 53,105.00  |
| 0800                       | 2507-6875002<br>REVTMENT, REMOVE AND REPLACE                                                                               | 485.000<br>CY              |            | 38.50  |            | 18,672.50  |
| 0810                       | 2510-6745850<br>REMOVAL OF PAVEMENT                                                                                        | 26,250.000<br>SY           |            | 4.50   |            | 118,125.00 |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

|                                |                                |
|--------------------------------|--------------------------------|
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|--------------------------------|--------------------------------|

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|----------------------------|------------------------------------------------------------------------|----------------------------|------------|--------|------------|------------|
|                            |                                                                        |                            | Dollars    | Cents  | Dollars    | Cents      |
| 0820                       | 2510-6750600<br>REMOVAL OF INTAKES AND UTILITY<br>ACCESSES             | 13.000<br>EACH             |            | 950.00 |            | 12,350.00  |
| 0830                       | 2511-0302600<br>RECREATIONAL TRAIL, PORTLAND<br>CEMENT CONCRETE, 6 IN. | 8,310.400<br>SY            |            | 41.00  |            | 340,726.40 |
| 0840                       | 2511-7526004<br>SIDEWALK, P.C. CONCRETE, 4 IN.                         | 473.700<br>SY              |            | 63.75  |            | 30,198.38  |
| 0850                       | 2511-7526006<br>SIDEWALK, P.C. CONCRETE, 6 IN.                         | 102.200<br>SY              |            | 66.00  |            | 6,745.20   |
| 0860                       | 2511-7528101<br>DETECTABLE WARNINGS                                    | 470.000<br>SF              |            | 45.50  |            | 21,385.00  |
| 0870                       | 2512-1725206<br>CURB AND GUTTER, P.C. CONCRETE,<br>2.0 FT.             | 775.000<br>LF              |            | 32.50  |            | 25,187.50  |
| 0880                       | 2514-0000200<br>REMOVAL OF CURB                                        | 2.300<br>STA               |            | 975.00 |            | 2,242.50   |
| 0890                       | 2515-2475006<br>DRIVEWAY, P.C. CONCRETE, 6 IN.                         | 1,546.000<br>SY            |            | 68.75  |            | 106,287.50 |
| 0900                       | 2515-6745600<br>REMOVAL OF PAVED DRIVEWAY                              | 2,094.400<br>SY            |            | 5.25   |            | 10,995.60  |
| 0910                       | 2519-1002072<br>FENCE, CHAIN LINK, 72 IN. HEIGHT                       | 150.000<br>LF              |            | 40.50  |            | 6,075.00   |
| 0920                       | 2519-3300600<br>FENCE, SAFETY                                          | 560.000<br>LF              |            | 7.00   |            | 3,920.00   |
| 0930                       | 2519-4200120<br>REMOVAL OF FENCE, CHAIN LINK                           | 150.000<br>LF              |            | 6.25   |            | 937.50     |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

SECTION: 0001  
ROADWAY ITEMS

SECTION TOTAL: \$10,377,066.19

| Contract<br>Line<br>Number | Item Number<br>Item Description                                                               | Item Quantity<br>and Units | Unit Price |       | Bid Amount |       |
|----------------------------|-----------------------------------------------------------------------------------------------|----------------------------|------------|-------|------------|-------|
|                            |                                                                                               |                            | Dollars    | Cents | Dollars    | Cents |
| 0940                       | 2520-3350015<br>FIELD OFFICE                                                                  | 1.000<br>EACH              | 15,000.00  |       | 15,000.00  |       |
| 0950                       | 2523-0000100<br>LIGHTING POLES                                                                | 28.000<br>EACH             | 5,400.00   |       | 151,200.00 |       |
| 0960                       | 2523-0000200<br>ELECTRICAL CIRCUITS                                                           | 11,200.000<br>LF           | 16.00      |       | 179,200.00 |       |
| 0970                       | 2523-0000310<br>HANDHOLES AND JUNCTION BOXES                                                  | 35.000<br>EACH             | 1,000.00   |       | 35,000.00  |       |
| 0980                       | 2523-0000400<br>CONTROL CABINET                                                               | 1.000<br>EACH              | 10,000.00  |       | 10,000.00  |       |
| 0990                       | 2524-6765210<br>REMOVAL OF TYPE A SIGN<br>ASSEMBLY                                            | 22.000<br>EACH             | 65.00      |       | 1,430.00   |       |
| 1000                       | 2524-9276010<br>PERFORATED SQUARE STEEL TUBE<br>POSTS                                         | 475.000<br>LF              | 15.00      |       | 7,125.00   |       |
| 1010                       | 2524-9276021<br>PERFORATED SQUARE STEEL TUBE<br>POST ANCHOR, BREAK-AWAY SOIL<br>INSTALLATION  | 21.000<br>EACH             | 350.00     |       | 7,350.00   |       |
| 1020                       | 2524-9276027<br>PERFORATED SQUARE STEEL TUBE<br>POST ANCHOR, TRIANGULAR SLIP<br>BASE ASSEMBLY | 22.000<br>EACH             | 400.00     |       | 8,800.00   |       |
| 1030                       | 2524-9325001<br>TYPE A SIGNS, SHEET ALUMINUM                                                  | 314.000<br>SF              | 22.50      |       | 7,065.00   |       |
| 1040                       | 2525-0000100<br>TRAFFIC SIGNALIZATION                                                         | LUMP SUM                   |            |       | 18,500.00  |       |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

|                                |                                |
|--------------------------------|--------------------------------|
| SECTION: 0001<br>ROADWAY ITEMS | SECTION TOTAL: \$10,377,066.19 |
|--------------------------------|--------------------------------|

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|----------------------------|---------------------------------------------------------------------------------------------|----------------------------|------------|-------|------------|-------|
|                            |                                                                                             |                            | Dollars    | Cents | Dollars    | Cents |
| 1050                       | 2527-9263155<br>PRE-CUT SYMBOLS AND LEGENDS,<br>PREFORMED THERMOPLASTIC<br>MARKING MATERIAL | 13.000<br>EACH             | 550.00     |       | 7,150.00   |       |
| 1060                       | 2527-9263209<br>PAINTED PAVEMENT MARKINGS,<br>WATERBORNE OR SOLVENT-BASED                   | 175.300<br>STA             | 70.00      |       | 12,271.00  |       |
| 1070                       | 2527-9263217<br>PAINTED PAVEMENT MARKINGS,<br>DURABLE                                       | 7.200<br>STA               | 1,000.00   |       | 7,200.00   |       |
| 1080                       | 2527-9263231<br>REMOVABLE TAPE MARKINGS, WET<br>RETROREFLECTIVE                             | 24.800<br>STA              | 175.00     |       | 4,340.00   |       |
| 1090                       | 2527-9270112<br>GROOVES CUT FOR PAVEMENT<br>MARKINGS                                        | 103.700<br>STA             | 275.00     |       | 28,517.50  |       |
| 1100                       | 2527-9270120<br>GROOVES CUT FOR SYMBOLS AND<br>LEGENDS                                      | 13.000<br>EACH             | 200.00     |       | 2,600.00   |       |
| 1110                       | 2528-2518000<br>SAFETY CLOSURE                                                              | 32.000<br>EACH             | 250.00     |       | 8,000.00   |       |
| 1120                       | 2528-8445110<br>TRAFFIC CONTROL                                                             | LUMP SUM                   |            |       | 150,000.00 |       |
| 1130                       | 2528-8445113<br>FLAGGERS                                                                    | 100.000<br>EACH            | 575.00     |       | 57,500.00  |       |
| 1140                       | 2528-9290050<br>PORTABLE DYNAMIC MESSAGE SIGN<br>(PDMS)                                     | 60.000<br>CDAY             | 100.00     |       | 6,000.00   |       |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

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| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
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| SECTION: 0001<br>ROADWAY ITEMS | SECTION TOTAL: \$10,377,066.19 |
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| Contract<br>Line<br>Number | Item Number<br>Item Description                                                                               | Item Quantity<br>and Units | Unit Price |          | Bid Amount |            |
|----------------------------|---------------------------------------------------------------------------------------------------------------|----------------------------|------------|----------|------------|------------|
|                            |                                                                                                               |                            | Dollars    | Cents    | Dollars    | Cents      |
| 1150                       | 2529-5070110<br>PATCHES, FULL-DEPTH FINISH, BY<br>AREA                                                        | 100.000<br>SY              |            | 72.00    |            | 7,200.00   |
| 1160                       | 2529-5070120<br>PATCHES, FULL-DEPTH FINISH, BY<br>COUNT                                                       | 2.000<br>EACH              |            | 2,000.00 |            | 4,000.00   |
| 1170                       | 2533-4980005<br>MOBILIZATION                                                                                  | LUMP SUM                   |            |          |            | 600,000.00 |
| 1180                       | 2549-0041060<br>BYPASS PUMPING ITEM IS TO BE<br>USED IN COORDINATION WITH CIPP<br>SANITARY SEWER LINING ITEMS | 1.000<br>LS                |            | 1,500.00 |            | 1,500.00   |
| 1190                       | 2552-0000220<br>REMOVAL, DISPOSAL, AND<br>REPLACEMENT OF UNSUITABLE<br>BACKFILL MATERIAL                      | 300.000<br>CY              |            | 39.00    |            | 11,700.00  |
| 1200                       | 2554-0112008<br>WATER MAIN, TRENCHED, DUCTILE<br>IRON PIPE (DIP), 8 IN.                                       | 605.000<br>LF              |            | 94.00    |            | 56,870.00  |
| 1210                       | 2554-0112012<br>WATER MAIN, TRENCHED, DUCTILE<br>IRON PIPE (DIP), 12 IN.                                      | 2,620.000<br>LF            |            | 120.00   |            | 314,400.00 |
| 1220                       | 2554-0132008<br>WATER MAIN WITH CASING PIPE,<br>TRENCHED, DUCTILE IRON PIPE<br>(DIP), 8 IN.                   | 72.000<br>LF               |            | 380.00   |            | 27,360.00  |
| 1230                       | 2554-0203000<br>FITTINGS BY WEIGHT, DUCTILE IRON                                                              | 11,414.000<br>LB           |            | 5.75     |            | 65,630.50  |
| 1240                       | 2554-0205110<br>WATER SERVICE STUB, COPPER, 1<br>IN.                                                          | 28.000<br>LF               |            | 90.00    |            | 2,520.00   |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

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| Contract<br>Line<br>Number | Item Number<br>Item Description                                          | Item Quantity<br>and Units | Unit Price |       | Bid Amount |       |
|----------------------------|--------------------------------------------------------------------------|----------------------------|------------|-------|------------|-------|
|                            |                                                                          |                            | Dollars    | Cents | Dollars    | Cents |
| 1250                       | 2554-0205710<br>WATER SERVICE CURB STOP AND<br>BOX, COPPER, 1 IN.        | 1.000<br>EACH              | 2,150.00   |       | 2,150.00   |       |
| 1260                       | 2554-0207008<br>VALVE, GATE, DIP, 8 IN.                                  | 4.000<br>EACH              | 5,450.00   |       | 21,800.00  |       |
| 1270                       | 2554-0207012<br>VALVE, GATE, DIP, 12 IN.                                 | 9.000<br>EACH              | 5,000.00   |       | 45,000.00  |       |
| 1280                       | 2554-0210201<br>FIRE HYDRANT ASSEMBLY, WM-201                            | 10.000<br>EACH             | 9,400.00   |       | 94,000.00  |       |
| 1290                       | 2554-0210205<br>FIRE HYDRANT ASSEMBLY REMOVAL                            | 7.000<br>EACH              | 600.00     |       | 4,200.00   |       |
| 1300                       | 2554-0212050<br>VALVE BOX REMOVAL                                        | 1.000<br>EACH              | 600.00     |       | 600.00     |       |
| 1310                       | 2599-9999005<br>(‘EACH’ ITEM) FIBER HANDHOLES                            | 22.000<br>EACH             | 1,200.00   |       | 26,400.00  |       |
| 1320                       | 2599-9999005<br>(‘EACH’ ITEM) FOOTING FOR<br>CONCRETE PIPE APRON, 24 IN. | 2.000<br>EACH              | 2,500.00   |       | 5,000.00   |       |
| 1330                       | 2599-9999005<br>(‘EACH’ ITEM) FOOTING FOR<br>CONCRETE PIPE APRON, 30 IN. | 1.000<br>EACH              | 2,800.00   |       | 2,800.00   |       |
| 1340                       | 2599-9999005<br>(‘EACH’ ITEM) FOOTING FOR<br>CONCRETE PIPE APRON, 36 IN. | 3.000<br>EACH              | 3,100.00   |       | 9,300.00   |       |
| 1350                       | 2599-9999005<br>(‘EACH’ ITEM) FOOTING FOR<br>CONCRETE PIPE APRON, 42 IN. | 2.000<br>EACH              | 3,300.00   |       | 6,600.00   |       |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

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| Contract<br>Line<br>Number | Item Number<br>Item Description                                                                                                       | Item Quantity<br>and Units | Unit Price |       | Bid Amount |       |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------|-------|------------|-------|
|                            |                                                                                                                                       |                            | Dollars    | Cents | Dollars    | Cents |
| 1360                       | 2599-9999005<br>(‘EACH’ ITEM) FOOTING FOR<br>CONCRETE PIPE APRON, 48 IN.                                                              | 8.000<br>EACH              | 3,500.00   |       | 28,000.00  |       |
| 1370                       | 2599-9999009<br>(‘LINEAR FEET’ ITEM) CIPP MAIN<br>LINING, 10                                                                          | 978.000<br>LF              | 45.00      |       | 44,010.00  |       |
| 1380                       | 2599-9999009<br>(‘LINEAR FEET’ ITEM) CIPP MAIN<br>LINING, 21                                                                          | 1,160.000<br>LF            | 110.00     |       | 127,600.00 |       |
| 1390                       | 2599-9999009<br>(‘LINEAR FEET’ ITEM) FIBER CONDUIT                                                                                    | 7,425.000<br>LF            | 14.00      |       | 103,950.00 |       |
| 1400                       | 2599-9999018<br>(‘SQUARE YARDS’ ITEM) STANDARD<br>PORTLAND CEMENT COLORED<br>CONCRETE PAVEMENT, CLASS C,<br>CLASS 3 DURABILITY, 6 IN. | 435.500<br>SY              | 118.25     |       | 51,497.88  |       |
| 1410                       | 2599-9999018<br>(‘SQUARE YARDS’ ITEM) STANDARD<br>PORTLAND CEMENT COLORED<br>CONCRETE PAVEMENT, CLASS C,<br>CLASS 3 DURABILITY, 9 IN. | 777.000<br>SY              | 141.00     |       | 109,557.00 |       |
| 1420                       | 2601-2634105<br>MULCHING, BONDED FIBER MATRIX                                                                                         | 19.400<br>ACRE             | 2,750.00   |       | 53,350.00  |       |
| 1430                       | 2601-2636054<br>WILDFLOWER SEEDING                                                                                                    | 11.800<br>ACRE             | 1,450.00   |       | 17,110.00  |       |
| 1440                       | 2601-2636060<br>SALT TOLERANT SEEDING                                                                                                 | 7.600<br>ACRE              | 2,150.00   |       | 16,340.00  |       |
| 1450                       | 2601-2638352<br>SLOPE PROTECTION, WOOD<br>EXCELSIOR MAT                                                                               | 4,500.000<br>SQ            | 9.50       |       | 42,750.00  |       |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

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| Contract Line Number | Item Number<br>Item Description                                                       | Item Quantity and Units | Unit Price |          | Bid Amount |           |
|----------------------|---------------------------------------------------------------------------------------|-------------------------|------------|----------|------------|-----------|
|                      |                                                                                       |                         | Dollars    | Cents    | Dollars    | Cents     |
| 1460                 | 2601-2640350<br>SPECIAL DITCH CONTROL, WOOD EXCELSIOR MAT                             | 1,060.000<br>SQ         |            | 14.75    |            | 15,635.00 |
| 1470                 | 2601-2642100<br>STABILIZING CROP - SEEDING AND FERTILIZING                            | 9.500<br>ACRE           |            | 525.00   |            | 4,987.50  |
| 1480                 | 2601-2642120<br>STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)                    | 6.000<br>ACRE           |            | 1,350.00 |            | 8,100.00  |
| 1490                 | 2602-0000020<br>SILT FENCE                                                            | 8,170.000<br>LF         |            | 1.70     |            | 13,889.00 |
| 1500                 | 2602-0000030<br>SILT FENCE FOR DITCH CHECKS                                           | 2,860.000<br>LF         |            | 2.00     |            | 5,720.00  |
| 1510                 | 2602-0000071<br>REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS                  | 11,030.000<br>LF        |            | 0.10     |            | 1,103.00  |
| 1520                 | 2602-0000101<br>MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK               | 11,030.000<br>LF        |            | 0.10     |            | 1,103.00  |
| 1530                 | 2602-0000150<br>STABILIZED CONSTRUCTION ENTRANCE, EC-303                              | 500.000<br>LF           |            | 37.50    |            | 18,750.00 |
| 1540                 | 2602-0000309<br>PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.               | 10,505.000<br>LF        |            | 2.95     |            | 30,989.75 |
| 1550                 | 2602-0000351<br>REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE | 10,505.000<br>LF        |            | 0.55     |            | 5,777.75  |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

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| Contract Line Number | Item Number<br>Item Description                                           | Item Quantity and Units | Unit Price |       | Bid Amount |       |
|----------------------|---------------------------------------------------------------------------|-------------------------|------------|-------|------------|-------|
|                      |                                                                           |                         | Dollars    | Cents | Dollars    | Cents |
| 1560                 | 2602-0000400<br>TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY                | 9.000<br>EACH           | 200.00     |       | 1,800.00   |       |
| 1570                 | 2602-0000410<br>MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY | 9.000<br>EACH           | 10.00      |       | 90.00      |       |
| 1580                 | 2602-0000420<br>REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY     | 9.000<br>EACH           | 10.00      |       | 90.00      |       |
| 1590                 | 2602-0000500<br>OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602           | 356.000<br>LF           | 14.50      |       | 5,162.00   |       |
| 1600                 | 2602-0000510<br>MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER    | 64.000<br>EACH          | 25.00      |       | 1,600.00   |       |
| 1610                 | 2602-0000520<br>REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER        | 64.000<br>EACH          | 25.00      |       | 1,600.00   |       |
| 1620                 | 2602-0000530<br>GRATE INTAKE SEDIMENT FILTER BAG, EC-604                  | 3.000<br>EACH           | 225.00     |       | 675.00     |       |
| 1630                 | 2602-0000540<br>MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG           | 3.000<br>EACH           | 25.00      |       | 75.00      |       |
| 1640                 | 2602-0000550<br>REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG               | 3.000<br>EACH           | 25.00      |       | 75.00      |       |
| 1650                 | 2602-0010010<br>MOBILIZATIONS, EROSION CONTROL                            | 1.000<br>EACH           | 600.00     |       | 600.00     |       |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
| Contract ID: 07-8155-775 | Call Order: 101 | Letting Date: July 16, 2024 |
|--------------------------|-----------------|-----------------------------|

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| Contract<br>Line<br>Number | Item Number<br>Item Description                                                                        | Item Quantity<br>and Units | Unit Price |       | Bid Amount |       |
|----------------------------|--------------------------------------------------------------------------------------------------------|----------------------------|------------|-------|------------|-------|
|                            |                                                                                                        |                            | Dollars    | Cents | Dollars    | Cents |
| 1660                       | 2602-0010020<br>MOBILIZATIONS, EMERGENCY<br>EROSION CONTROL                                            | 1.000<br>EACH              | 1,200.00   |       | 1,200.00   |       |
| 1670                       | 2610-0000400<br>WATERING FOR PLANTS                                                                    | 25.000<br>MGAL             | 100.00     |       | 2,500.00   |       |
| 1680                       | 2611-0000200<br>TREES, FURNISHED AND INSTALLED<br>(WITH WARRANTY) AUTUMN BLAZE<br>MAPLE, 2.5 CAL. B&B  | 10.000<br>EACH             | 475.50     |       | 4,755.00   |       |
| 1690                       | 2611-0000200<br>TREES, FURNISHED AND INSTALLED<br>(WITH WARRANTY) COMMON<br>HACKBERRY, 2.5 CAL. B&B    | 13.000<br>EACH             | 470.00     |       | 6,110.00   |       |
| 1700                       | 2611-0000200<br>TREES, FURNISHED AND INSTALLED<br>(WITH WARRANTY) ESPRESSO<br>COFFEETREE, 2.5 CAL. B&B | 13.000<br>EACH             | 540.00     |       | 7,020.00   |       |
| 1710                       | 2611-0000200<br>TREES, FURNISHED AND INSTALLED<br>(WITH WARRANTY) NORTHERN<br>CATALPA, 2.5 CAL. B&B    | 10.000<br>EACH             | 450.00     |       | 4,500.00   |       |
| 1720                       | 2611-0000200<br>TREES, FURNISHED AND INSTALLED<br>(WITH WARRANTY) NORTHERN RED<br>OAK, 2.5 CAL. B&B    | 12.000<br>EACH             | 520.00     |       | 6,240.00   |       |
| 1730                       | 2611-0000200<br>TREES, FURNISHED AND INSTALLED<br>(WITH WARRANTY) NORWAY MAPLE,<br>2.5 CAL. B&B        | 10.000<br>EACH             | 475.50     |       | 4,755.00   |       |

Contract Prepared by  
Contracts and Specifications Bureau

Contract Schedule

|                          |                 |                             |
|--------------------------|-----------------|-----------------------------|
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|--------------------------|-----------------|-----------------------------|

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|--------------------------------|--------------------------------|

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|----------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------|------------|-------|------------|-------|
|                            |                                                                                                                   |                            | Dollars    | Cents | Dollars    | Cents |
| 1740                       | 2611-0000200<br>TREES, FURNISHED AND INSTALLED<br>(WITH WARRANTY) NORWAY<br>SPRUCE, 8' HT. B&B                    | 27.000<br>EACH             | 550.00     |       | 14,850.00  |       |
| 1750                       | 2611-0000200<br>TREES, FURNISHED AND INSTALLED<br>(WITH WARRANTY) PRAIRIEFIRE<br>CRABAPPLE, 1.5 CAL. B&B          | 8.000<br>EACH              | 480.00     |       | 3,840.00   |       |
| 1760                       | 2611-0000200<br>TREES, FURNISHED AND INSTALLED<br>(WITH WARRANTY) PRINCETON<br>AMERICAN ELM, 2.5 CAL. B&B         | 11.000<br>EACH             | 395.00     |       | 4,345.00   |       |
| 1770                       | 2611-0000200<br>TREES, FURNISHED AND INSTALLED<br>(WITH WARRANTY) SKYLINE<br>HONEYLOCUST, 2.5 CAL. B&B            | 13.000<br>EACH             | 445.00     |       | 5,785.00   |       |
| 1780                       | 2611-0000200<br>TREES, FURNISHED AND INSTALLED<br>(WITH WARRANTY) SPRING SNOW<br>CRABAPPLE, 1.5 CAL. B&B          | 7.000<br>EACH              | 495.00     |       | 3,465.00   |       |
| 1790                       | 2611-0000200<br>TREES, FURNISHED AND INSTALLED<br>(WITH WARRANTY) SUGAR MAPLE,<br>2.5 CAL. B&B                    | 11.000<br>EACH             | 495.00     |       | 5,445.00   |       |
| 1800                       | 2611-0000200<br>TREES, FURNISHED AND INSTALLED<br>(WITH WARRANTY) SWAMP WHITE<br>OAK, 2.5 CAL. B&B                | 12.000<br>EACH             | 520.00     |       | 6,240.00   |       |
| 1810                       | 2611-0000200<br>TREES, FURNISHED AND INSTALLED<br>(WITH WARRANTY) THORNLESS<br>COCKSPUR HAWTHORN, 1.5 CAL.<br>B&B | 11.000<br>EACH             | 415.00     |       | 4,565.00   |       |

|                   |                        |
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| <b>Total Bid:</b> | <b>\$10,377,066.19</b> |
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**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

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

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g) (4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurances Required:**

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

- a. The records kept by the contractor shall document the following:
  - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141 (2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## **2. Withholding (29 CFR 5.5)**

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

## **3. Records and certified payrolls (29 CFR 5.5)**

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act);

daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WH/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the

reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

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

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section. \* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

#### **3. Withholding for unpaid wages and liquidated damages**

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its repurchase costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

#### **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

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

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

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

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

#### **VII. SAFETY: ACCIDENT PREVENTION**

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the

seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more - as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

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

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300,

180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

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

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 - 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320,

180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

\* \* \* \* \*

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

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

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

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

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

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

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

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

#### **ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR**

**APPALACHIAN LOCAL ACCESS ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**PREDETERMINED WAGE RATE****IA24 - 81.0**

General Decision Number: IA20240081 01/05/2024

Superseded General Decision Number: IA20230081

State: Iowa

Construction Types: Heavy and Highway

Counties: Iowa Statewide (except Scott County).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|                                                                                                                                                                   |                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.  |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:         | Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number  
0Publication Date  
01/05/2024

SUIA2023-001 02/01/2023

| BRICKLAYER (BRICKLAYER/STONE MASON) | Rates    | Fringes |
|-------------------------------------|----------|---------|
| ZONE 1                              | \$ 34.00 | 17.62   |
| ZONE 2                              | \$ 34.00 | 17.62   |
| ZONE 3                              | \$ 34.00 | 17.62   |
| ZONE 4                              | \$ 32.75 | 16.09   |
| ZONE 5                              | \$ 29.65 | 16.09   |

**PREDETERMINED WAGE RATE****IA24 - 81.0****CARPENTER AND PILEDRIVERMEN:**

|           |       |       |
|-----------|-------|-------|
| ZONE 1    | 31.27 | 15.83 |
| ZONE 2    | 29.80 | 15.98 |
| ZONE 3    | 29.68 | 15.98 |
| ZONE 4    | 29.20 | 13.30 |
| ZONE 5 ** | 28.15 | 11.70 |

**CONCRETE FINISHER:**

|        |       |       |
|--------|-------|-------|
| ZONE 1 | 29.55 | 13.10 |
| ZONE 2 | 29.55 | 13.10 |
| ZONE 3 | 29.55 | 13.10 |
| ZONE 4 | 27.70 | 9.20  |
| ZONE 5 | 26.65 | 9.20  |

**ELECTRICIAN (STREET AND HIGHWAY LIGHTING  
AND TRAFFIC SIGNALS)**

|                  |       |       |
|------------------|-------|-------|
| ZONE 1, 2, AND 3 | 36.40 | 14.80 |
| ZONE 4           | 35.10 | 13.80 |
| ZONE 5           | 33.45 | 13.05 |

**IRONWORKER: (SETTING OF STRUCTURAL STEEL)**

|           |       |       |
|-----------|-------|-------|
| ZONE 1    | 32.25 | 14.85 |
| ZONE 2    | 30.16 | 15.30 |
| ZONE 3    | 30.16 | 15.45 |
| ZONE 4    | 28.00 | 14.50 |
| ZONE 5 ** | 26.15 | 13.70 |

**LABORER:**

|                  |       |       |
|------------------|-------|-------|
| ZONE 1, 2, AND 3 |       |       |
| GROUP AA         | 27.20 | 12.01 |
| GROUP A          | 24.82 | 12.01 |
| GROUP B          | 22.97 | 12.01 |
| GROUP C          | 19.89 | 12.01 |
| ZONE 4           |       |       |
| GROUP AA         | 25.12 | 11.32 |
| GROUP A          | 23.12 | 11.32 |
| GROUP B          | 21.55 | 11.32 |
| GROUP C          | 18.92 | 11.32 |
| ZONE 5           |       |       |
| GROUP AA         | 25.52 | 9.87  |
| GROUP A          | 23.52 | 9.87  |
| GROUP B          | 20.78 | 9.87  |
| GROUP C          | 19.93 | 9.87  |

**POWER EQUIPMENT OPERATOR:**

|         |       |       |
|---------|-------|-------|
| ZONE 1  |       |       |
| GROUP A | 35.50 | 16.50 |
| GROUP B | 33.95 | 16.50 |
| GROUP C | 31.45 | 16.50 |
| GROUP D | 31.45 | 16.50 |

**PREDETERMINED WAGE RATE****IA24 - 81.0****ZONE 2**

|         |       |       |
|---------|-------|-------|
| GROUP A | 35.30 | 16.50 |
| GROUP B | 33.70 | 16.50 |
| GROUP C | 31.15 | 16.50 |
| GROUP D | 31.15 | 16.50 |

**ZONE 3**

|         |       |       |
|---------|-------|-------|
| GROUP A | 32.50 | 28.20 |
| GROUP B | 30.70 | 28.20 |
| GROUP C | 29.70 | 28.20 |
| GROUP D | 29.70 | 28.20 |

**ZONE 4**

|         |       |       |
|---------|-------|-------|
| GROUP A | 32.85 | 16.95 |
| GROUP B | 31.71 | 16.95 |
| GROUP C | 29.63 | 16.95 |
| GROUP D | 29.63 | 16.95 |

**ZONE 5**

|         |       |       |
|---------|-------|-------|
| GROUP A | 30.87 | 13.25 |
| GROUP B | 29.83 | 13.25 |
| GROUP C | 28.10 | 13.25 |
| GROUP D | 27.10 | 13.25 |

**TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)**

|        |       |       |
|--------|-------|-------|
| ZONE 1 | 26.26 | 12.59 |
| ZONE 2 | 26.26 | 12.59 |
| ZONE 3 | 26.26 | 12.59 |
| ZONE 4 | 26.26 | 9.04  |
| ZONE 5 | 24.50 | 9.04  |

**ZONE DEFINITIONS**

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

**LABORER CLASSIFICATIONS - ALL ZONES**

GROUP AA – {Skilled pipelayer (sewer, water and conduits) and tunnel laborers; Asbestos abatement worker}.

GROUP A – Carpenter tender on bridges and box culverts; curb machine (without a seat); CCTV\* sewer inspection operator; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleleman; joint sealer kettleman; laser operator; mason tender (brick/stone); powderman tender; powderman/blaster; sign erector; saw operator; {(Zones 4 and 5) Skilled pipelayer (sewer, water, and conduits); tunnel laborer; asbestos abatement worker} \*new labor classification (CCTV: closed circuit television).

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

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

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES**

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

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

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

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

**\*\* CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)**

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

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WELDERS: Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. Example: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### **WAGE DETERMINATION APPEALS PROCESS**

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because the National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.

**END OF GENERAL DECISION**

# Doc Express® Document Signing History

Contract: 07-8155-775 Document: BO 101 07-8155-775 240716 CONTRACT

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

| Date | Signed By                                                 |
|------|-----------------------------------------------------------|
|      | (Signed by Contractor)                                    |
|      | (Local Public Agency Views and Signs Performance Bond)    |
|      | (Local Public Agency Signs Contract)                      |
|      | (Checked by Contracts and Specifications Bureau)          |
|      | (Signed by Contracts and Specifications Bureau)           |
|      | (Marked Completed by Contracts and Specifications Bureau) |



**Grout Museum Inc.  
503 South Street  
Waterloo, IA 50701**

## **Contract**

**This contract is made effective as of July 01, 2024, by and between Grout Museum, Inc. of 503 South Street, Waterloo Iowa 50701 and City of Waterloo of 715 Mulberry Street, Waterloo, Iowa 50703.**

**Description of Services:** Beginning on the Effective Date of July 1, 2024, the Grout Museum, Inc. will provide the following services:

For the public Grout Museum, Inc. will provide better understanding of our world by collecting, preserving, and interpreting history and illustrating scientific principles. The Grout Museum collects, preserves, and interprets cultural and natural history of the region along with admissions, tours, popular daily planetarium shows, library containing geology's, theater programs, and education programs including Museum School, science outreach, and summer camps. The Sullivan Brothers Iowa Veterans Museum honors all Iowans who served the nation from the Civil War to the present; the Rensselaer Russell House Museum and the Snowden House preserve and interpret elements of the Victorian age; and the Bluedorn Science Imaginarium provides exhibitions and educational programs that inspire study of the sciences. Current exhibit at the Bluedorn Science Imaginarium is the *Dinosaurs: Land of Fire and Ice* exhibit that will end early September 2024. Established in 1932, the Grout Museum is widely acknowledged as one of the cornerstones of culture in Northeast Iowa. Is also accredited by the American Association of Museums.

**Payment:** Payment shall be made to Grout Museum, Inc., 503 South Street, Waterloo, Iowa 50701. The monthly payment is \$52,083 a month starting July 1, 2024, and ending on June 30, 2025, with final payment in June 2025 of \$52,087 to equal \$625,000. Total amount of the contract for fiscal year 2025 is \$625,000.

**Term:** This Contract will terminate on June 30, 2025.

**Accounting of Funds:** In order to provide better understanding of our world by use of the amount of \$625,000 this will be budgeted for the support of operations of the Grout Museum as it has been in the past when levy funding first started in September 2018. Separate levy budget has been tracked and shared on the Grout Museum's website since 2018 and will continue with this funding being shared with the public. These funds help to support ongoing exhibits, oral history and outreach travels, office supplies, building maintenance, equipment repairs and computer maintenance, service contracts, utilities, office supplies, building and liability insurance, support of staff not covered by other funding sources for

educational purposes and janitorial supplies. Attendance reports is the tracking of in the area and from outside of Waterloo by zip code. Attendance is tracked for admissions, museum schools, in house programs, adult and children tours, meetings, rentals planetarium shows, and outreach programs. Quarterly reports of financial expenditures supported by funds received and by Grout Museum attendance will be supplied to the City of Waterloo with a final report on June 30, 2025.

**Public Purpose:** The City of Waterloo finds that Grout Museum, Inc. provides the aforementioned services to the public, which benefits the City of Waterloo by educating and enhancing the quality of life of its citizens.

**Entire Agreement:** This Contract contains the entire agreement of the parties regarding the subject matter of this Contract. There are no other promises or conditions in any other agreement whether oral or written.

**Amendment:** This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

**Signatures:** This Contract shall be signed by Edward J. Gallagher III, President, on behalf of Grout Museum, Inc., and representative for the City of Waterloo with effective date of July 1, 2024.

**Grout Museum, Inc.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**City of Waterloo**

\_\_\_\_\_  
Mayor Quentin Hart

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director  
Planning & Zoning Department

### MEETING DATE

July 29, 2024

### AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with Main Street Waterloo, in the amount of \$66,000.00, for Fiscal Year 2025, and authorizing the Mayor and City Clerk to execute said document.

### RECOMMENDED COUNCIL ACTION

approval

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

Main Street Waterloo has been funded by the City of Waterloo in recent years through a professional services agreement. The proposed agreement for Fiscal Year 2025 is effectively the same as the agreement approved last year, except for an increase in the contract amount from \$60,000 to \$66,000.

### NEIGHBORHOOD IMPACT

When the Main Street Program was started in the City of Waterloo, there was a Self Supported Municipal Improvement District (SSMID) which paid for Main Street's annual contract. The SSMID was discontinued a number of years back. To keep the Main Street Program going in Downtown Waterloo, the City of Waterloo started to pay an annual amount of \$40,000 for the program under a services contract. In past years Main Street had also requested and were approved for an additional \$10,000 that was paid out of Hotel/Motel Tax discretionary fund. The last several years it was requested and approved to fund the program at \$60,000, and the reference to an additional payment of \$10,000 from Hotel/Motel Tax discretionary fund wording was removed from the agreement. Although Main Street Waterloo would still potentially be eligible to apply for grants under the Hotel/Motel Tax discretionary fund. This year the agreement is proposed to be the same as last year, except for the total amount is proposed at \$66,000, a \$6,000 increase.

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

Downtown TIF and bond funds.

## **ALTERNATIVE ACTION**

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## **LEGAL DESCRIPTION**

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## **ATTACHMENTS**

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1. Main St Professional Services Agreement FY25

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Main Street Waterloo, whose address for the purposes of this agreement shall be 512 Mulberry Street, Waterloo, Iowa 50703 (referred to as the “Client”), and the City of Waterloo (referred to as the “City”).

WHEREAS, City desires to engage the services of Client to furnish technical and professional assistance in connection with the redevelopment of downtown Waterloo and including, but not limited to, implementing the “Downtown Urban Renewal Plan”; and the Client has indicated its willingness to provide such technical and professional services to the City.

NOW, THEREFORE, the parties mutually agree as follows:

A. Scope of Client Services

The Client agrees to perform in a good professional manner the “services outlined in Attachment “A”; a copy of which is attached and made a part of this Agreement.

B. Materials to be Provided by the City

In the event that any information, data, reports, records and maps exist, are available to the City, and may be useful for Client’s carrying out the services of the Agreement, these materials shall be promptly furnished to the Client without its cost or expense.

C. Meetings and Reports

Upon reasonable notice, the client agrees to attend a reasonable number of meetings with the City of Waterloo, and staff during the life of the Agreement. In addition, the Client will produce reports, studies and memorandums in connection with carrying out the services outlined in the Agreement with the City.

D. Subcontractors

Client may elect to use subcontractors to perform certain portions of the services. Client shall remain responsible for all services.

E. Changes

Any changes in this Agreement, including Scope of client Services and any modification of the amount of compensation, shall be first mutually agreed upon by City and Client and incorporated into a written amendment.

F. Compensation and Payment Method

For services to be rendered under this Agreement, the City shall pay Client's fee of \$66,000 during the City's Fiscal year 2025, which commences July 1, 2024 and runs through June 30, 2025. Payments shall be made on or by July 31 in the amount of \$33,000 and by Jan 31 in the amount of \$33,000 of the respective year(s) in which said payment is due upon presentation of an invoice by client.

G. Time of Performance and Delays beyond Client's Control

The services of the Client shall begin upon receipt of an executed copy of this Agreement, and shall, except for causes beyond Client's control, be completed in a timely manner. The completion of services by client shall be contingent, among other things, upon the timely receipt from the City, data and reports described in Paragraph B above. Further, the Client shall not be in default by reason of any failure in terms, if such failure arises out of reasonable causes beyond the control and without the fault or, negligence of the Client. Such causes may include, but are not limited to, acts of government in its sovereign capacity, fires, floods, epidemics, strikes and unusually severe weather. This agreement shall begin upon receipt of an executed copy of this Agreement, and shall terminate June 30, 2025.

H. Non-discrimination

Client agrees not to discriminate by reason of age, race, religion, color, sex, natural origin, or handicap unrelated to the duties of a position of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.

I. Extra Work

If requested and authorized in writing by the City and approved by Client, Client will be available to furnish or obtain from others extra work and be compensated for said work beyond the lump sum amount fixed in Paragraph F above. Extra work can be work of the following type:

1. Extra Work, including, but not limited to changes in size, complexity, or character of the work items.

2. Additional or extended services including study administration due to:
  - a) the prolongation of the Agreement time through no fault of Client
  - b) the acceleration of work schedule involving services beyond normal working hours; or
  - c) nondelivery of any materials, data or other information to be furnished by the City or others not within the control of Client
3. Other additional services requested and authorized by the City which are not otherwise provided for under this Agreement. The fee for any extra work shall be mutually determined by the City and the client and incorporated in written signed amendment to the Agreement, approved by Main Street Waterloo and the Waterloo City Council.

J. Notices

All notices, communication and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if sent by certified mail, return receipt requested, addressed as set forth in the first paragraph hereto. The date of mailing shall be deemed the date of service. Either party may change the address for notice by the aforesaid procedure.

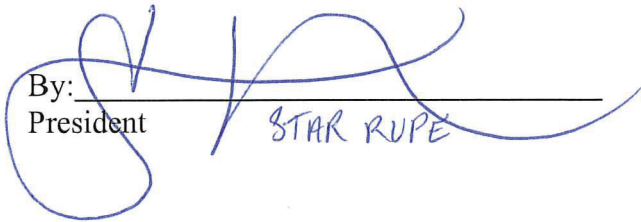
K. Entire Agreement

This agreement and the matter expressly referred to herein constitute the entire Agreement between the parties. No representations, warranties, undertakings or promises have been made by either, party hereto unless expressly stated herein. All amendments hereto, if any, shall be in writing and executed by the parties.

**IN WITNESS WHEREOF**, Client and City have executed and delivered this Agreement all on the date first above written.

CLIENT  
MAIN STREET WATERLOO

CITY  
CITY OF WATERLOO

By:   
President STAR RUPE

By: \_\_\_\_\_  
Quentin Hart, Mayor

Witness: Kenna Smith

Witness: \_\_\_\_\_

Date: 6-12-2024

Date: \_\_\_\_\_

## ATTACHMENT “A”

### Scope of Client Services

- A. Implement the Main Street Waterloo Program using the Four Point approach.
- B. Participate in events in the Downtown area. Attend quarterly meetings with Planning Staff and provide an annual report of those events to the City Council including attendance and the economic impact of those events to the City.
- C. Make regular business contacts during the period of this contract with a goal of 100 or more meetings. These contacts may include property owners, developers, or business owners etc. Provide a report of these contacts on the quarterly report to the City.
- D. Work with the City on downtown development projects during this contract period. This may include rehabilitation, new construction, or major façade improvements etc. (sign replacements are excluded). Provide a report of these projects on the quarterly report to the City.
- E. Track the capital investment made in the downtown each year. Provide a calculation on the increased taxable value and the number of new businesses and employees added or lost each year. Provide a report of this information on the quarterly report to the City.
- F. Devise and implement a retail and commercial marketing program in conjunction with existing and proposed downtown property owners and developers. Provide an annual report of this activity to the City.
- G. Coordinate the efforts of numerous Government agencies and Government programs downtown. Provide an annual report of this activity to the City.
- H. Develop a program of economic development including the conversion of upper floors for housing and offices. Provide an annual report of this activity to the City.
- I. Advise and assist with the Downtown Waterloo Riverfront Urban Renewal and Redevelopment Plan. Provide an annual report of this activity to the City.
- J. Advise, assist, and implement if appropriate, project coordination, information gathering, and sharing of information for emergency funding revenue, programs, etc., associated with State IEDA, Federal disaster funds, or similar funding sources.