



Memorandum

To: HOLDERS OF PLANS AND SPECIFICATIONS

Date: 09/14/2026

From: CITY OF FORT DODGE AND SNYDER & ASSOCIATES, INC.

RE: NORTHWEST RIVER DISTRICT STREETSCAPE
S&A PROJECT No. 125.0633.01

Enclosed is one copy of Addendum No. 1 for the above referenced project. **Utilize the attached Addendum No. 1 proposal for the submission of any bids and acknowledge receipt of this addendum on the Proposal Form prior to submission.**

This Addendum No. 1 consists of 94 pages, including this one. Please acknowledge receipt of this addendum by emailing jmendoza@snyder-associates.com a signed copy of this page as soon as possible. If you did not receive all sheets please call 515-964-2020.

I acknowledge receipt of Addenda # ____.

Name (Please Print) _____

Company _____

Title _____ Phone _____

Authorized signature _____ Date _____

BID DATE: September 22, 2026

BID TIME: 2:00 P.M.

Note: Sealed bids for the work comprising each improvement as stated below must be filed before 2:00 P.M. on September 22, 2026, in the office of the **City Clerk of City of Fort Dodge, Iowa**. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened and bids tabulated at 2:00 P.M. on September 22, 2026, in the **Fort Dodge Council Chambers** for consideration by the **City of Fort Dodge** at its meeting on September 28, 2026.

Plan Sheet:

C-Sheets: Update to water main material and fitting quantities

M-Sheets: Update to storm structure and storm pipe. Update to location, depths and slope

MWM-Sheet: Update to water main material, fittings, quantity, and notes

U10-Sheet: Update to approved manufacture notes

U12-Sheet: Update to Post and Light Product description

Bid Item 5.08: Kennedy Hydrants are acceptable for this project and the City of Fort Dodge

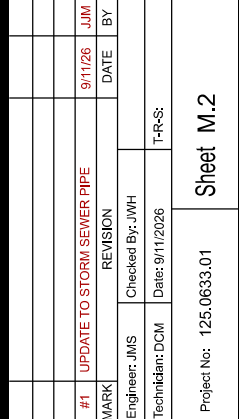
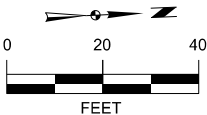
ESTIMATED ROADWAY QUANTITIES (1 DIVISION PROJECT)						101-03
Item No.	Item Code	Item	Unit	Total	As Built Qty.	
		9070 - LANDSCAPE RETAINING WALLS				
9.12	9070-9999-A	ARCHITECTURAL TOWER, 12' HT. WITH CONCRETE FOUNDATION	EA	2		
9.13	9070-9999-B	ARCHITECTURAL COLUMN, 4' HT. WITH CONCRETE FOUNDATION	EA	5		
9.14	9070-9999-C	LIMESTONE EDGING, 6" WIDTH	LF	260		
9.15	9070-9999-D	BENCH, METAL, SURFACE MOUNTED	EA	5		
		11,020 - MOBILIZATION				
11.01	11,010-A	MOBILIZATION	LS	1		
		11,030 - TEMPORARY SERVICES DURING CONSTRUCTION				
11.02	11,030-A	MAINTENANCE OF POSTAL SERVICE	LS	1		
11.03	11,030-B	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1		
-	-	-	-	-	-	

NORTHWEST RIVER DISTRICT STREETScape					
QUANTITIES, TABLES, ESTIMATE REFERENCE INFORMATION					
MARK		REVISION		DATE	BY
Engineer:	JJM	Checked By:	JMS	Scale:	1" = NTS
Technician:	DCM	Date:	8/26/2026	Field Bk	Pg.
Project No:				125.0633.01	Sheet C.1

FORT DODGE, IOWA	
2727 SW SNYDER BLVD. ANKENY, IOWA 50023 515-964-2020 www.snyder-associates.com	

SNYDER
& ASSOCIATES

Project No:	125.0633.01
Sheet	C.1



STORM SEWER

SNYDER & ASSOCIATES, INC.



Project No: 125.0633.01

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106-00

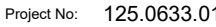
NORTHWEST RIVER DISTRICT STREETScape

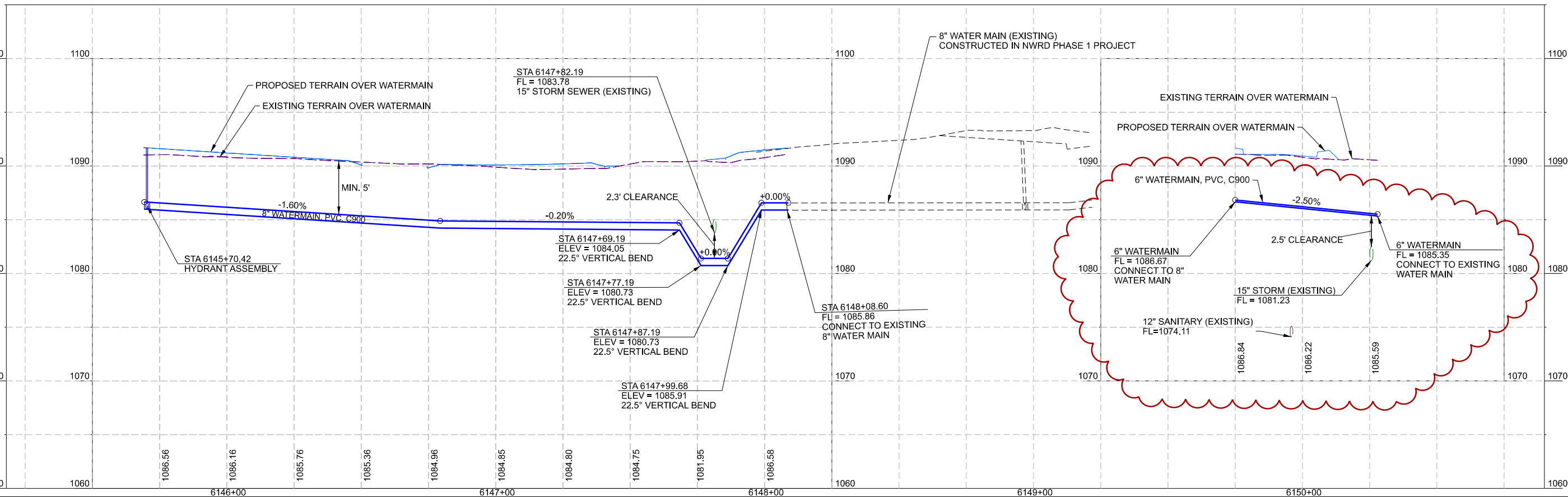
STORM SEWER TABULATIONS

SNYDER & ASSOCIATES, INC.

2727 SW SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

FORT DODGE, IA



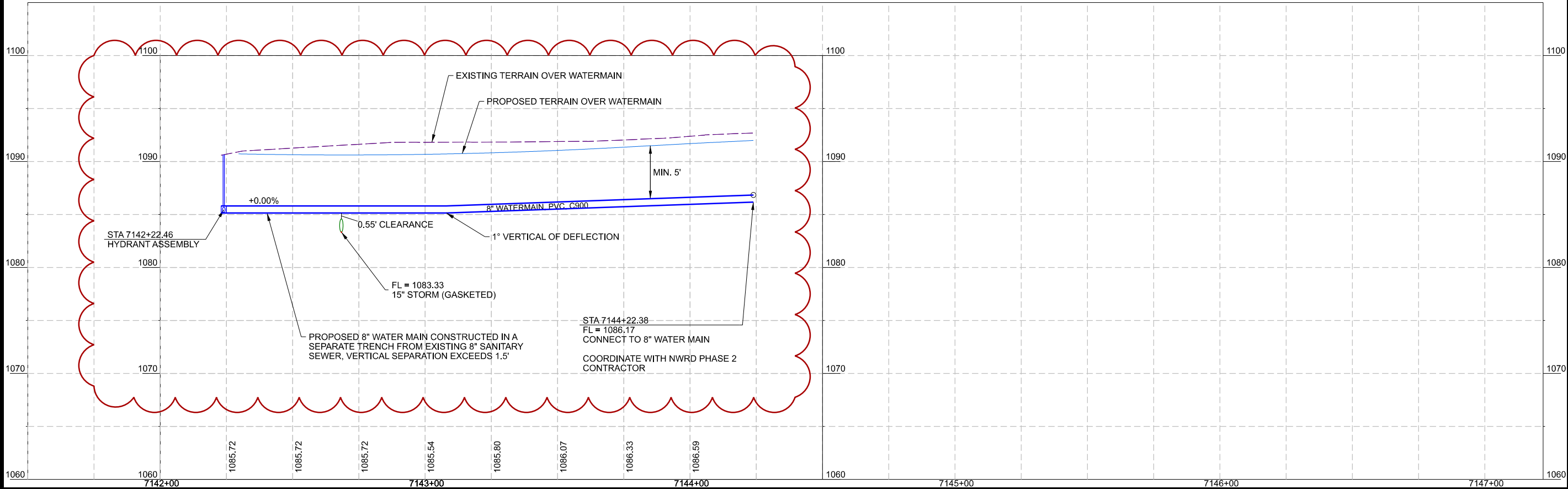
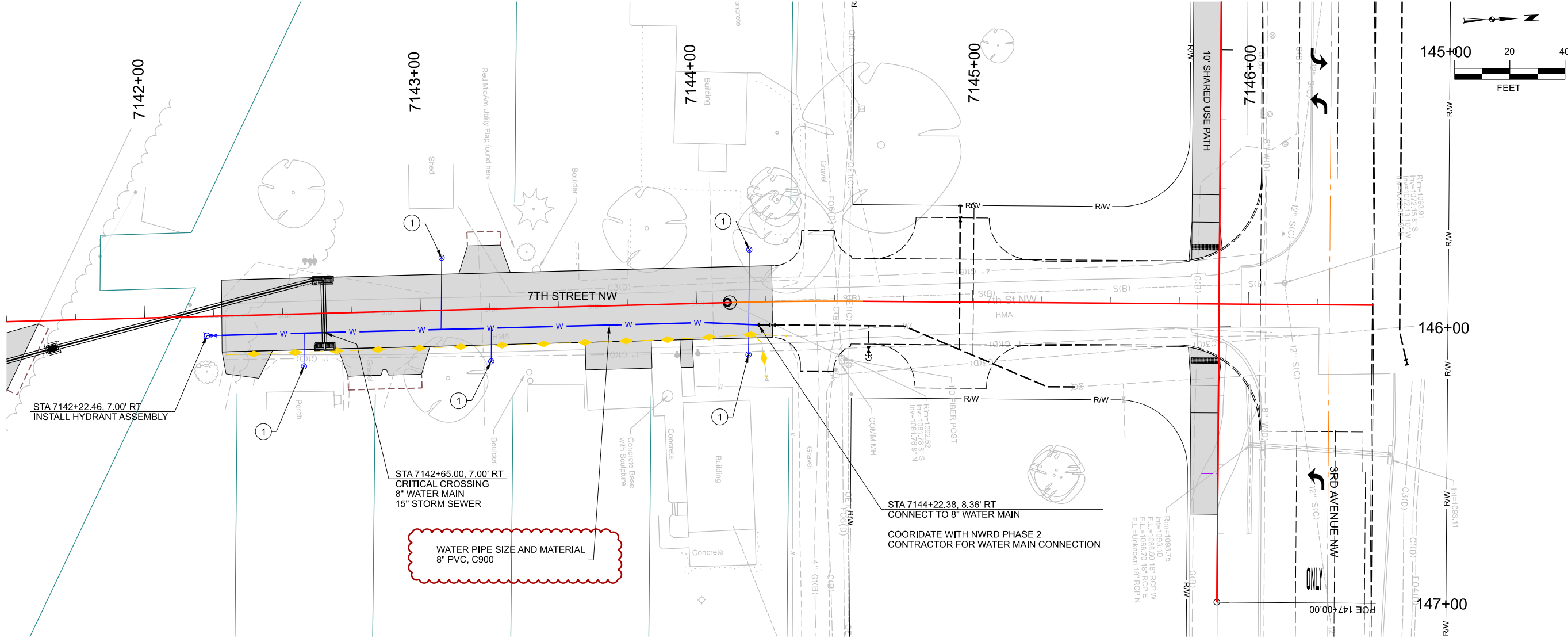


NORTHWEST RIVER DISTRICT STREETScape									
WATER MAIN									
FORT DODGE, IOWA									
SNYDER & ASSOCIATES, INC.									
2727 SW SNYDER BLVD ANKENY, IA 50023 515-964-2020 WWW.SNYDER-ASSOCIATES.COM									

Project No: 125.0633.01		Sheet MWM.1	
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MARK		REVISION		DATE		BY	
#1		UPDATE WATER SERVICE TO 6" MAIN		09/11/26		JMI	
Engineer: JMS		Checked By: JWH		Scale:		NTS	
Technician: DOM		Date: 9/11/2026		I-R-S:			

9/11/2026 10:10:07 AM
in:doza
V:\Projects\2025\125.0633\101CADD\CD - 1250633_MWM1-MWM2_ADD.dgn
MWM2 (Sheet)
V:\Ref Library\CADDStandards\Bentley\Organization\USA_Standards\plg\PMH_Owners\data.ctb
ORDColor\atWeight\PDF.plt

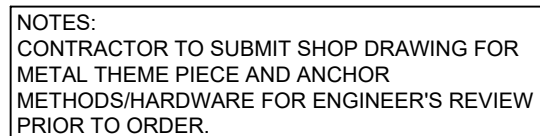


NORTHWEST RIVER DISTRICT STREETSCAPE			
WATER MAIN			
FORT DODGE, IOWA			
SNYDER & ASSOCIATES, INC.			
2727 SW SNYDER BLVD ANKENY, IA 50023 515-964-2020 WWW.SNYDER-ASSOCIATES.COM			
Project No: 125.0633.01		Sheet MWM.2	

MARK	REVISION	DATE	BY
#1	UPDATE WATER MAIN PIPE MATERIAL	09/11/26	JJM

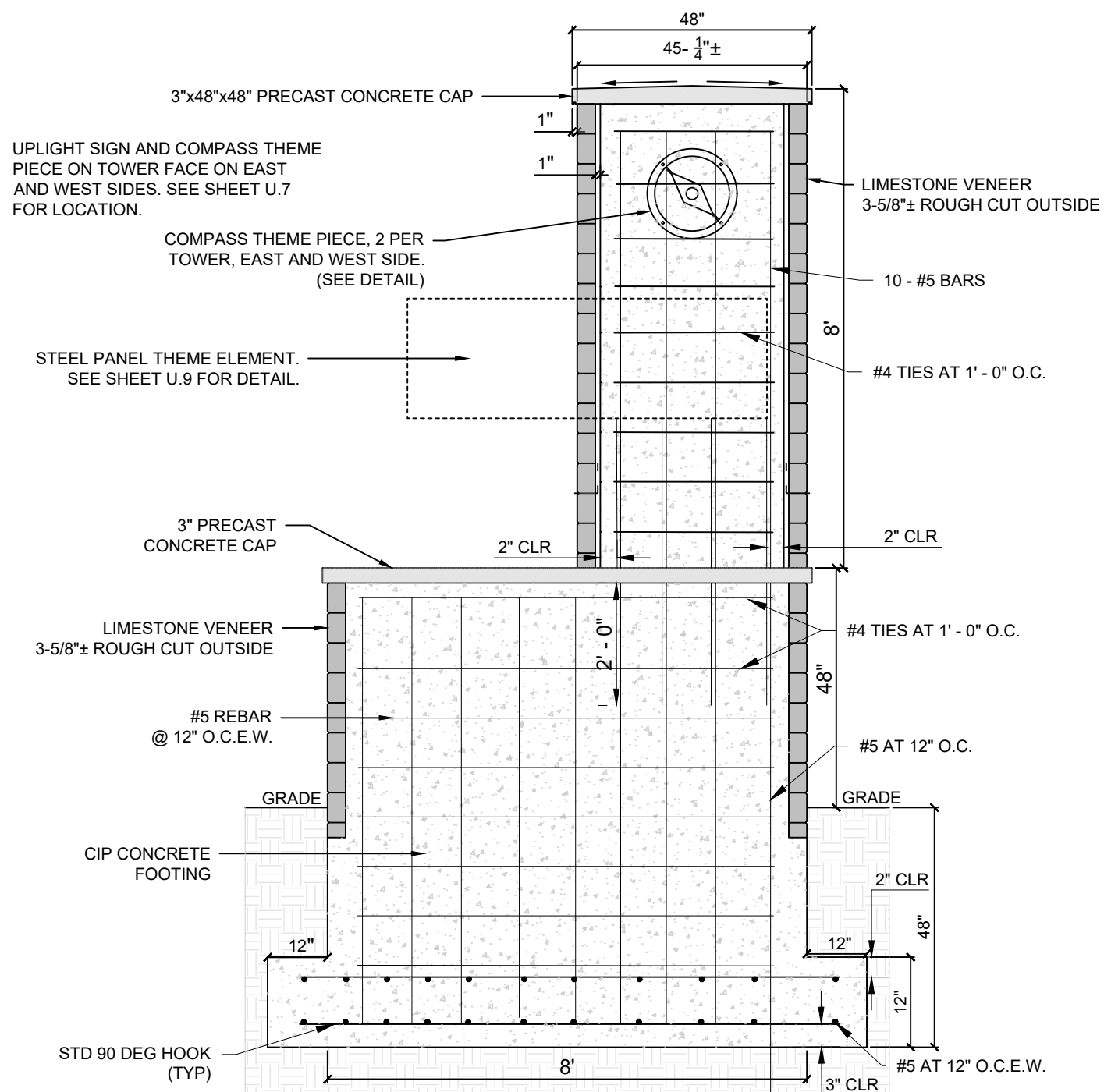
Engineer	Checked By	Date	Scale	Tr-S
JMS	JWH	9/11/2026	NTS	

Technician	Date	Tr-S
DCM	9/11/2026	



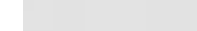
COMPASS THEME PIECE DETAIL

NO SCALE



ARCHITECTURAL TOWER A

NO SCALE

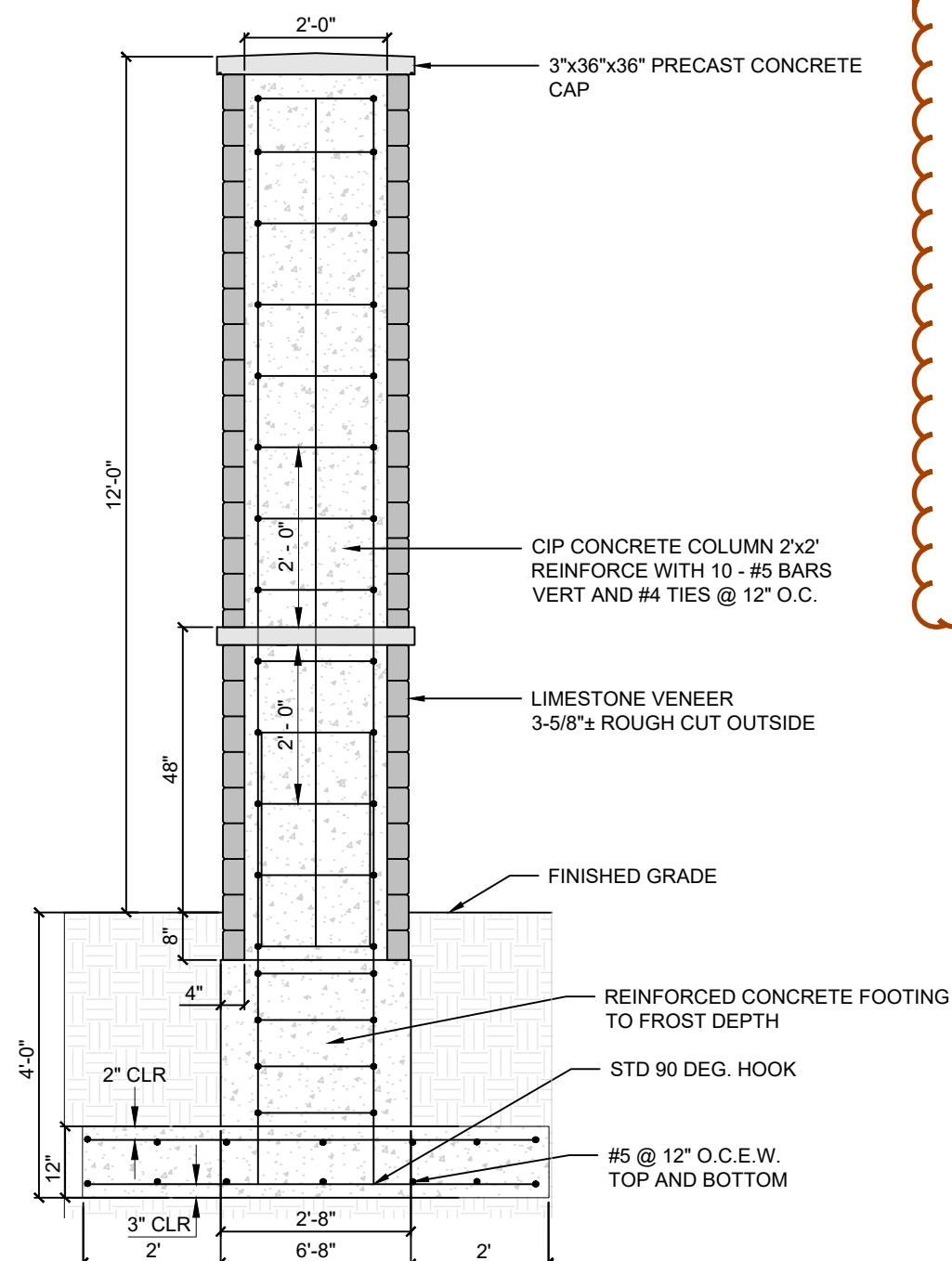
PRODUCT:	MANUFACTURER:	DIMENSIONS:	
PROSPECT 3 - SM - VS	INSIGHT LIGHTING	H X W = 5.5" - 4.5", Ø 0.22" MOUNTING. 2.60" VISOR	

LIGHT PRODUCT DESCRIPTION
 PROVIDE AND INSTALL INSIGHT LIGHTING PRODUCT:
 PROSPECT 3 - SM - VS, SURFACE MOUNTED, WITH VISOR ACCESSORY, STATIC COLOR
 AMBER AND TEXTURED BLACK FINISH. MOUNT TO PCC FOUNDATION WITH CONDUIT.
 INSTALL LIGHT AND CONCRETE FOUNDATION TO MEET MANUFACTURES
 SPECIFICATIONS, REQUIREMENTS, AND RECOMMENDATIONS.

APPROVED MANUFACTURER:
INSIGHT LIGHTING
PRODUCT: PROSPECT 3-SM-VS
4341 FULCRUM WAY NE,
RIO RANCHO, NEW MEXICO
87144
INSIGHTLIGHTING.COM
505-345-0888
OR APPROVED EQUAL

APPROVED MANUFACTURER:
COLOR KINETICS
PRODUCT: BURST
POWERCORE
gen3, eW
5064 E EDGERTON PARKS RD,
PALMER, AK 99645
4950sales.com/lighting
907-982-1301
OR APPROVED EQUAL

APPROVED MANUFACTURER:
HADCO BY SIGNIFY
PRODUCT: B9 FLEXSCAPE LED
200 FRANKLIN SQUARE DRIVE,
SOMERSET, NJ 08873
INSIGHTLIGHTING.COM
855-486-2216
SIGNIFY.COM
OR APPROVED EQUAL



SECTION OF ARCHITECTURAL TOWER A

NO SCALE

[illegible]

NORTHWEST RIVER DISTRICT STREETSCAPE

ARCHITECTURAL TOWER

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com



Project No: 125.0633.01

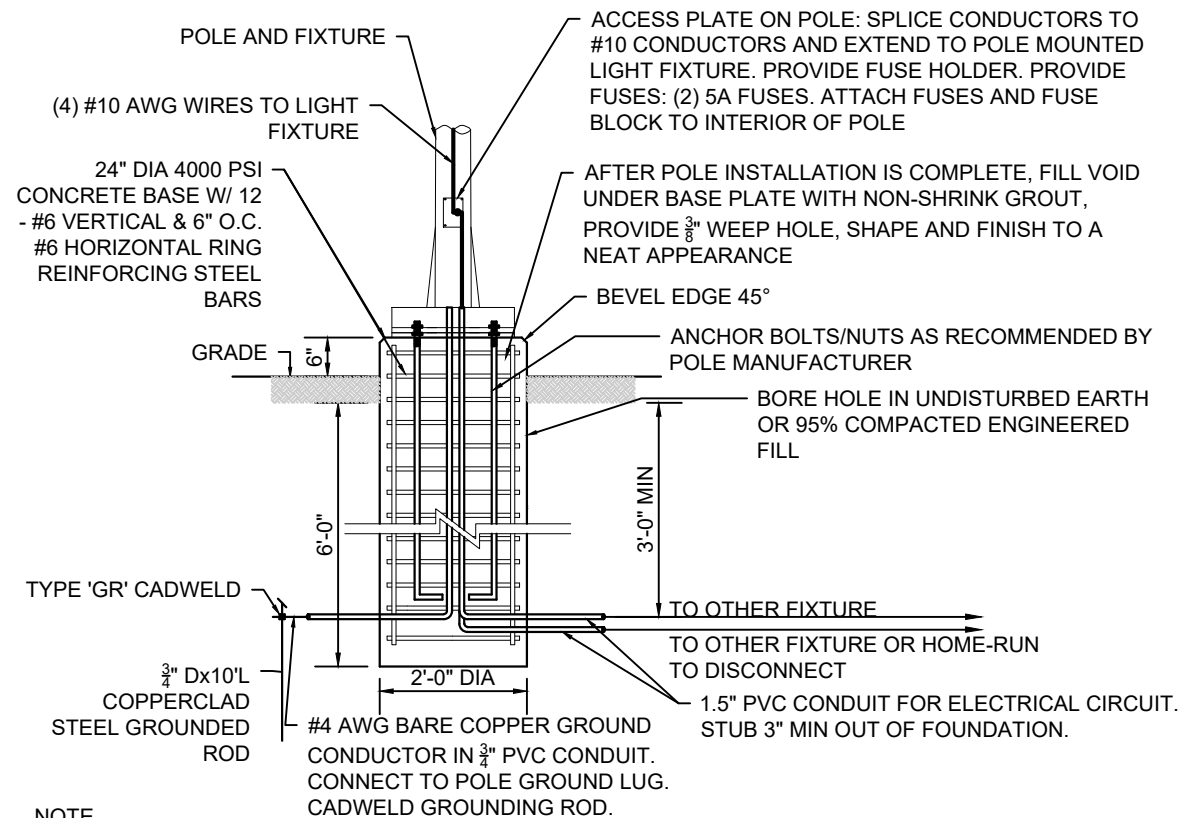
Sheet U.10

LIGHTING AND ELECTRICAL GENERAL NOTES

- A. PROVIDE ELECTRICAL INSTALLATION IN ACCORDANCE WITH ALL LOCAL, STATE AND NATIONAL CODES.
- B. ALL ELECTRICAL WORK TO BE PERFORMED BY A LICENSED ELECTRICIAN IN THE STATE OF IOWA.
- C. THE CURRENT ADOPTED EDITION OF THE ELECTRICAL IS STANDARD FOR THE ELECTRICAL INSTALLATION. VERIFY WITH THE CITY OF FORT DODGE FOR REQUIRED PERMIT REQUIREMENTS. ALL OUTDOOR AND IN-GROUND CONNECTIONS TO BE WEATHER-TIGHT AND PROTECTED FROM MOISTURE.
- D. CONTRACTOR TO REVIEW THE EXISTING ELECTRICAL SYSTEM, LIGHTING AND POWER DISTRIBUTION AND OTHER LIGHTING AND ELECTRICAL INFRASTRUCTURE ON-SITE PRIOR TO BIDDING.
- E. CONTRACTOR SHALL SIZE LIGHTING POWER CIRCUIT CONDUCTORS AND CONDUIT.
- F. CONTRACTOR TO COORDINATE CONDUIT ROUTING LOCATION WITH PROPOSED PEDESTRIAN LIGHT AND TOWER LIGHT LOCATIONS.
- G. PROPOSED CONDUIT PATHWAYS ARE APPROXIMATE ONLY. FINAL ROUTING AND LENGTHS SHALL BE COORDINATED WITH OTHER UTILITIES AND STRUCTURES ON-SITE. INSTALL UNDERGROUND PULL BOXES SIZED ACCORDINGLY WHERE NECESSARY. QUAZITE POLYMER CONCRETE OR EQUAL WITH GASKETED BOLT-DOWN LIDS AND ENGRAVED ELECTRICAL LABEL REQUIRED.

LIGHTING CONSTRUCTION NOTES

1. INSTALL NEW REINFORCED CONCRETE BASE, CONDUITS AND JUNCTION BOXES FOR NEW PEDESTRIAN LIGHTS. SEE BASE DETAIL ON THIS SHEET. SET ANCHOR BOLTS PER PATTERN PROVIDED BY POLE MANUFACTURER. PROVIDE HARDWARE SIZEING, ANCHOR AND IMBED DEPTHS AS PER POLE MANUFACTURER'S REQUIREMENTS AND SPECIFICATIONS.
2. INSTALL NEW CONDUITS AND WIRING FOR LIGHTING AS PER MANUFACTURER'S REQUIREMENTS AND SPECIFICATIONS.
3. CONTRACTOR TO COORDINATE WITH LOCAL ENERGY PROVIDER FOR CONNECTION TO EXISTING TRANSFORMER AND APPROPRIATE SERVICE SIZE AND LOCATION. CONTRACTOR TO SET METER PEDESTAL AND COORDINATE METER INSTALLATION WITH ENERGY PROVIDER.
4. PROVIDE NEW CONDUCTOR WIRING IN 1 1/2" SCHEDULE 40 PVC CONDUIT TO LIGHT LOCATIONS. PROVIDE CONNECTION TO LIGHTING CONTROL PANEL AS PER MANUFACTURER REQUIREMENTS AND AS PER LOCAL ELECTRICAL CODE.
5. SET TOWER LIGHTING IN CONCRETE SLAB/FOUNDATION TO SECURE LIGHTING. PROVIDE ADJACENT JUNCTION BOX. UPLIGHT TO BE ALIGNED WITH TOWER SIGN, FINAL LIGHT ILLUMINATION TO BE APPROVED BY CITY PRIOR TO FINAL SETTING.



NOTE
ALL CIRCUIT CONDUITS SHOWN, INCLUDING GROUND WIRE CONDUIT, ARE INCIDENTAL TO THE CONSTRUCTION OF THE LIGHT POLE FOUNDATION.

PRE-MANUFACTURED POLE FOOTING WITH EXACT DIMENSIONS, MATERIALS, AND CHARACTERISTICS OF THOSE INDICATED ABOVE ARE ACCEPTED AS EQUAL.

1 LIGHT POST FOOTING

U.12 NO SCALE

2 PEDESTRIAN LIGHT DETAIL

U.12 NO SCALE

PRODUCT:	MANUFACTURE:	DIMENSIONS:	
ARBOR POST TOP - ARB-B2-LED-D1-T2	COOPER LIGHTING SOLUTIONS	POST TOP HEIGHT: 25'- 3/4" TOP WIDTH: 25' 3/16"	

POST AND LIGHT PRODUCT DESCRIPTION
PROVIDE AND INSTALL COOPER LIGHTING, LIGHT POLE PRODUCT: DECORATIVE ALUMINUM POLES, BAA - CHI 4" Ø, 32" BASE HEIGHT, AND 14-FOOT POLE HEIGHT, COLOR BLACK. INSTALL PER MANUFACTURES SPECIFICATIONS, REQUIREMENTS, AND RECOMMENDATIONS.

APPROVED MANUFACTURER:
COOPER LIGHTING SOLUTIONS
PRODUCT: ARBOR POST TOP - ARB-B2-LED-D1-T2
1121 HIGHWAY 74 SOUTH
PEACHTREE CITY, GA 30269
770-486-4800
WWW.COOPERLIGHTING.COM
OR APPROVED EQUAL

PRODUCT:	MANUFACTURE:	DIMENSIONS:	
URBANSCAPE LED POST-TOP (MPTC)	LUMEC	POST TOP HEIGHT: 31 1/2" TOP WIDTH: 17 3/4"	

POST AND LIGHT PRODUCT DESCRIPTION
PROVIDE AND INSTALL LUMEC LIGHT POLE PRODUCT: R90D-15 WITH 4" Ø TRADITIONAL ALUMINUM STRAIGHT ROUND POLE AT 15-FOOT HEIGHT. COLOR BLACK. INSTALL PER MANUFACTURES SPECIFICATIONS, REQUIREMENTS, AND RECOMMENDATIONS.

APPROVED MANUFACTURER:
LUMEC
PRODUCT: URBANSCAPE LED POST-TOP (MPTC)
400 CROSSING BLVD SUITE 600,
BRIDGEWATER, NJ 08807
1-800-555-0050
WWW.GENLYTE.COM
OR APPROVED EQUAL

PRODUCT:	MANUFACTURE:	DIMENSIONS:	
PUCL3	HOLOPHANE LIGHTING SOLUTIONS	POST TOP HEIGHT: 2' - 10" TOP WIDTH: Ø 1' - 5"	

POST AND LIGHT PRODUCT DESCRIPTION
PROVIDE AND INSTALL HOLOPHANE LIGHTING SOLUTIONS LIGHT POLE PRODUCT: CHA (CHARLESTON ALUMINUM POLE), 14 - FOOT POLE HEIGHT, 4" Ø SMOOTH SHAFT WITH BASE 12D: 12" BASE DIAMOND PATTERN BOLT CIRCLE COLOR BLACK. INSTALL PER MANUFACTURES SPECIFICATIONS, REQUIREMENTS, AND RECOMMENDATIONS.

APPROVED MANUFACTURER:
HOLOPHANE LIGHTING SOLUTIONS
PRODUCT: PUCL3
255 NW BLUE PKWY, SUITE 200
LEE'S SUMMIT, MO 64063
816-353-6011
HOLOPHANE.ACUIITYBRANDS.COM
OR APPROVED EQUAL

PRODUCT:	MANUFACTURE:	DIMENSIONS:	
LUMEC BANNER ARM - BAS/BAD	LUMEC	11/16" Ø. BANNER ARM WIDTH DETERMINED BY BANNER SIZE.	

BANNER ARM PRODUCT DESCRIPTION
PROVIDE AND INSTALL ALUMINUM BANNER ARM 1-3/8" Ø WITH CENTRAL TUBING TO FIT INTO TWO OPPOSITE 1 3/8" HOLES, SECURED WITH THE ATTACHMENT OF STAINLESS STEEL HARDWARE. INSTALLATION COMPLETE WITH TWO END-OF-ARM ROUND DECORATIVE CASTINGS. COLOR BLACK. INSTALL PER MANUFACTURES SPECIFICATIONS, REQUIREMENTS, AND RECOMMENDATIONS.

APPROVED MANUFACTURER:
LUMEC
PRODUCT: URBANSCAPE LED POST-TOP (MPTC)
400 CROSSING BLVD SUITE 600,
BRIDGEWATER, NJ 08807
1-800-555-0050
WWW.GENLYTE.COM
OR APPROVED EQUAL

NORTHWEST RIVER DISTRICT STREETSCAPE

LIGHTING & ELECTRICAL

FORT DODGE, IA

SNYDER & ASSOCIATES, INC. |



Project No: 125.0633.01

Sheet U.12

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Sheet U.11

Project No: 125.0633.01

MARK:
Engineer: JS
Technician: KBD
REVISION:
Checked By: TLW
Date: 06/08/2026
Scale: 1" = NTS
T-R-S:

NORTHWEST RIVER DISTRICT STREETScape

FORT DODGE, IOWA PROJECT NO. 125.0633.01

	I hereby certify that this Engineering Document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the Laws of the State of Iowa.
	<u>Jordan M. Stoermer</u> 08/18/2026 Jordan M. Stoermer, P.E. Date License Number 24485 My License Renewal Date is December 31, 2027 Pages or sheets covered by this seal: <u>ALL SHEETS</u>

Prepared by:

SNYDER & ASSOCIATES, INC.
2727 SW Snyder Blvd.
Ankeny, Iowa 50023
(515) 964-2020

NORTHWEST RIVER DISTRICT STREETSCAPE

Table of Contents

The following documents are a part of this contract:

<u>Document</u>	<u>Pages</u>
Notice to Bidders	NTB - 1 to NTB – 2
Notice of Hearing	NH – 1
Instruction to Bidders	ITB - 1 to ITB – 3
Proposal	P - 1 to P - 7
Bid Bond	BB -1 to BB - 2
Contract	C - 1 to C - 8
Performance, Payment and Maintenance Bond	PPM - 1 to PPM - 4
Notice to Proceed	NTP – 1 to NTP – 2

Attachments

Bidder Status Form	Pages: 1
Targeted Small Business (TSB).....	Pages: 1
Addendum I.....	Pages: 12
Addendum II.....	Pages: 1
Addendum III.....	Pages: 1
Addendum IV.....	Pages: 2
Addendum V.....	Pages: 10
HUD-4010.....	Pages: 1
Temporary Construction Sign.....	Pages: 1
Build American, Buy America Requirements.....	Pages: 7
Wage Determination requirements.....	Pages: 14

Special Provisions

Site Furnishing.....	Pages: 2
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Standard Specifications:

The 2026 edition of the SUDAS Standard Specifications are adopted by reference, in their entirety, as part of these contract documents. The SUDAS Standard Specifications are available on-line at www.iowasudas.org or may be obtained by contacting the SUDAS Program at: 515-294-04674 or SUDAS Program, 2711 S. Loop Drive, Suite 4700, Ames, IA 50010.

NOTICE TO BIDDERS
JURISDICTION OF CITY OF FORT DODGE PUBLIC IMPROVEMENT PROJECT

Notice is hereby given that a public hearing will be held by the **City of Fort Dodge** on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at **6:00 P.M.** on **Monday, September 28, 2026**, in said **Fort Dodge City Hall at 819 1st Avenue South, Fort Dodge, Iowa**. Participation in this meeting will be available to be joined by webinar as listed on the City of Fort Dodge website at www.fortdodge.gov.

Sealed bids for the work comprising each improvement as stated below must be filed before **2:00 P.M.** on **September 22, 2026**, in the office of the **City Clerk of City of Fort Dodge, Iowa**. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened and bids tabulated at **2:00 P.M.** on **September 22, 2026**, in the **Fort Dodge Council Chambers** for consideration by the **City of Fort Dodge** at its meeting on **September 28, 2026**.

Contract Documents

The contract documents may be examined at the **City of Fort Dodge, Office of City Clerk at City Hall**. Hard copies of the project documents may be obtained from Snyder & Associates, Inc. 2727 SW Snyder Blvd, Ankeny, Iowa 50023 at a cost of \$50. Electronic contract documents are available at no cost by clicking on the “Bids” link at www.snyder-associates.com and choosing the NORTHWEST RIVER DISTRICT STREETSCAPE. Project information, engineer’s cost opinion, and planholder information is also available at no cost at this website. Downloads require the user to register for a free membership at QuestCDN.com.

Preference of Products and Labor

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

The NORTHWEST RIVER DISTRICT STREETSCAPE project is located on 3rd Avenue NW from 11th Street NW to 2nd Street NW. The project includes proposed streetscape features such as 1100 LF of shared use path, tree plantings, pedestrian lighting, and public benches. In addition, the project includes 460 LF of 2-lane urban side streets, 302 LF of Storm Sewer, 487 LF of Water Main, clearing and grubbing, earthwork, pavement removal, traffic control, seeding, fertilizing and mulching, and final surface restoration.

Bid Security

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of

contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The **CITY OF FORT DODGE** reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment and Maintenance Bond

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by **CITY OF FORT DODGE**, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless **CITY OF FORT DODGE** from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract.

Commencement of Work

Work on the improvement shall be commenced any time after the after a written Notice to Proceed is issued, as early as October 12, 2026, and no later than May 3, 2027, and shall be completed as stated below.

Completion of Work

The Contractor shall substantially complete the overall project within sixty (60) working days. Substantial completion for the overall project shall be defined as all construction work except for final surface restoration. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of One Thousand Dollars (\$1,000.00) per calendar day will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within five (5) working days of the substantial completion. Full completion for the overall project shall be defined as all surface restoration and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of Five Hundred Dollars (\$500.00) per calendar day will be assessed for work not fully completed within the designated Contract term(s). The **CITY OF FORT DODGE** does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

The **CITY OF FORT DODGE** does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

This Notice is given by authority of the **CITY OF FORT DODGE**

Dawn Siebken, City Clerk
CITY OF FORT DODGE

NOTICE OF HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE **CITY OF FORT DODGE**.

Public Notice is hereby given that at **6:00 P.M.** on the **28th** day of **September, 2026**, the **City Council of the City of Fort Dodge, Iowa** will, in the **Fort Dodge City Hall at 819 1ST Avenue South, Fort Dodge, IA**, hold a hearing whereat said **Council** will resolve to adopt plans, specifications, form of contract and estimate of cost for the construction of the **NORTHWEST RIVER DISTRICT STREETSCAPE** and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into contract for the construction of said improvements. This meeting may be joined by webinar as listed on the City of Fort Dodge website at www.fortdodgeiowa.org.

General Nature of the Public Improvement

NORTHWEST RIVER DISTRICT STREETSCAPE

The NORTHWEST RIVER DISTRICT STREETSCAPE project is located on 3rd Avenue NW from 11th Street NW to 2nd Street NW. The project includes proposed streetscape features such as 1100 LF of shared use path, tree plantings, pedestrian lighting, and public benches. In addition, the project includes 460 LF of 2-lane urban side streets, 302 LF of Storm Sewer, 487 LF of Water Main, clearing and grubbing, earthwork, pavement removal, traffic control, seeding, fertilizing and mulching, and final surface restoration.

At said hearing, the **City Council** will consider the proposed plans, specifications, form of contract and estimate of cost for said project, the same now being on file in the **Office of the City Clerk of the City of Fort Dodge, Iowa at City Hall**, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any comments/objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

This Notice is given by authority of the **City Council of the City of Fort Dodge, Iowa**

Dawn Siebken
City Clerk
City of Fort Dodge

Published in **The Messenger** on **25th** day of **August, 2026**.

INSTRUCTIONS TO BIDDERSProject Name: **NORTHWEST RIVER DISTRICT STREETSCAPE**

The work comprising the above referenced project shall be constructed in accordance with the 2026 edition of the SUDAS Standard Specifications and as further modified by supplemental specifications and special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

The bid security must be in the minimum amount of **10%** of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to **City of Fort Dodge, Iowa**. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in a separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.
- B. The following documents shall be completed, signed, and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.
1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued
- Part C – Bid Items, Quantities, and Prices, including Both Bid Alternates
- Part F – Additional Requirements

The following proposal attachments must be completed and attached:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	<u>Bidder Status Form</u>
2.	<u>Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)</u>
3.	<u>Addendum I – State of Iowa and Federal Program Language</u>
4.	<u>Addendum II – Supplemental Federal Requirements and Worker Notifications</u>
5.	<u>Addendum III – Documents that must be printed out and included in Bids Via Exhibit</u>
6.	<u>Addendum IV – Custom Language That Must Be in Agreement Body</u>
7.	<u>HUD-4010</u>
8.	<u>Temporary Construction Sign for Jointly Funded Projects</u>
9.	<u>Build American, Buy America Requirements</u>
10.	<u>Wage Determination Requirements</u>

- Part G – Identity of Bidder (including the Bidder Status Form)

Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature or electronic signatures will not be accepted. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 875-156.2(1). The Bidder must complete and submit the Bidder Status Form, signed by an authorized representative of the Bidder, with their bid proposal. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. The Worksheet: Authorized to Transact Business from the Labor Commissioner is including on the following page and can be used to assist Bidders in completing the Bidder Status Form.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship, and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. If the Bidder notes a requirement in the contract documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

PROPOSAL

PROPOSAL: PART A – SCOPE

The City of Fort Dodge, Iowa, hereinafter called the “Jurisdiction,” has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

PROJECT DESCRIPTION:

NORTHWEST RIVER DISTRICT STREETSCAPE

The NORTHWEST RIVER DISTRICT STREETSCAPE project is located on 3rd Avenue NW from 11th Street NW to 2nd Street NW. The project includes proposed streetscape features such as 1100 LF of shared use path, tree plantings, pedestrian lighting, and public benches. In addition, the project includes 460 LF of 2-lane urban side streets, 302 LF of Storm Sewer, 487 LF of Water Main, clearing and grubbing, earthwork, pavement removal, traffic control, seeding, fertilizing and mulching, and final surface restoration.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS, QUANTITIES, AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The bidder must submit bids for both Alternates. One and only one Alternate will be selected and awarded for construction by the City Council. The Total Construction Cost plus the Alternate selected by the Jurisdiction, shall be used only for comparison of bids. The Total Construction Cost, including the larger Alternate, shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project, reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work on this project on or before a date to be specified in a written notice, and to:

Completion of Work

The Contractor shall substantially complete the overall project within sixty (60) working days. Substantial completion for the overall project shall be defined as all construction work except for final surface restoration. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of One Thousand Dollars (\$1,000.00) per calendar day will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within five (5) working days of the substantial completion. Full completion for the overall project shall be defined as all surface restoration and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of Five Hundred Dollars (\$500.00) per calendar day will be assessed for work not fully completed within the designated Contract term(s). The **CITY OF FORT DODGE** does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and

3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below that are included in this proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	<u>Bidder Status Form</u>
2.	<u>Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)</u>
3.	<u>Addendum I – State of Iowa and Federal Program Language</u>
4.	<u>Addendum II – Supplemental Federal Requirements and Worker Notifications</u>
5.	<u>Addendum III – Documents that must be printed out and included in Bids Via Exhibit</u>
6.	<u>Addendum IV – Custom Language That Must Be in Agreement Body</u>
7.	<u>HUD-4010</u>
8.	<u>Temporary Construction Sign for Jointly Funded Projects</u>
9.	<u>Build American, Buy America Requirements</u>
9.	<u>Wage Determination Requirements</u>

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Joint-venture: all parties must join-in and
execute all documents
- ☐ Other

The Bidder shall enter its Public Registration
Number _____ - _____ issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

Failure to provide said Registration Number
shall result in the bid being read under
advisement. A contract will not be executed
until the Contractor is registered.

Bidder

Signature

By

Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

**Type or print the name and title of the company's
owner, president, CEO, etc. if a different person
than entered above**

Name

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles,
or electronic signatures will not be accepted.**

PROPOSAL ATTACHMENT: PART C

Project Name: NORTHWEST RIVER DISTRICT STREETSCAPE

PROPOSAL

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s) of all items in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices the total of the base bid shall be used only for comparison of bids. The total of the Base Bid shall be used for determining the sufficiency of the bid security. This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
2010 - EARTHWORK, SUBGRADE, AND SUBBASE					
2.01	CLEARING AND GRUBBING	LS	1	\$	\$
2.02	TOPSOIL, ONSITE	CY	79	\$	\$
2.03	TOPSOIL, OFF-SITE, 12 IN. DEPTH	CY	20	\$	\$
2.04	EXCAVATION, CLASS 10	CY	639	\$	\$
2.05	EXCAVATION, CLASS 10, DITCH GRADING	CY	151	\$	\$
2.06	SUBGRADE PREPARATION, 12 IN. THICKNESS	SY	1,683	\$	\$
2.07	SUBBASE, MODIFIED, 6 IN. THICKNESS	SY	1,683	\$	\$
2.08	COMPACTION TESTING	LS	1	\$	\$
3010 - TRENCH AND TRENCHLESS CONSTRUCTION					
3.01	TRENCH COMPACTION TESTING	LS	1	\$	\$
4010 - SANITARY SEWER					
4.01	SANITARY SEWER SERVICE STUB, 6 IN. DIAMETER	LF	70	\$	\$
4020 - STORM SEWER					
4.02	STORM SEWER, TRENCHED, RCP, 15 IN. DIA. CLASS III	LF	302	\$	\$
4030 - PIPE CULVERT					
4.03	PIPE APRON, RCP, 15 IN., FOOTING	EA	1	\$	\$
4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS					
4.04	SUBDRAIN, CORRUGATED, PVC, 6 IN. DIAMETER	LF	744	\$	\$
4.05	SUBDRAIN CLEANOUT, TYPE A-1	LF	3	\$	\$
4.06	SUBDRAIN OUTLET, CONNECTION TO STRUCTURE	LF	5	\$	\$
5010 - PIPE AND FITTINGS					
5.01	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), C900, 8 IN.	LF	439	\$	\$

All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
5.02	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), C900, 6 IN.	LF	53	\$	\$
5.03	FITTINGS, DUCTILE IRON, 8 IN.	LB	374	\$	\$
5.04	WATER SERVICE STUB, COPPER, 1 IN. DIAMETER, NEAR SIDE	EACH	6	\$	\$
5.05	WATER SERVICE STUB, COPPER, 1 IN. DIAMETER, FAR SIDE	EACH	4	\$	\$
5.06	WATER MAIN ABANDONMENT, FILL AND PLUG, 8 IN. DIAMETER OR LESS	LF	539	\$	\$
5020 - VALVES, FIRE HYDRANTS, AND APPURTENANCES					
5.07	FIRE HYDRANT ASSEMBLY	EA	2	\$	\$
6010 - STRUCTURE FOR SANITARY AND STORM SEWER					
6.01	MANHOLE, STORM, SW-401, 48 IN. DIAMETER	EA	1	\$	\$
6.02	INTAKE, TYPE SW-505	EA	4	\$	\$
6.03	INTAKE, TYPE SW-511	EA	1	\$	\$
6.04	MANHOLE ADJUSTMENT, SANITARY, MAJOR	EA	2	\$	\$
7010 - PORTLAND CEMENT CONCRETE PAVEMENT					
7.01	PAVEMENT, PCC, 8 IN. THICKNESS, CLASS C-4	SY	1,403	\$	\$
7.02	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$	\$
7.03	PCC PAD, 6" DEPTH	SF	155	\$	\$
7030 - SIDEWALK, SHARED USE PATH, AND DRIVEWAYS					
7.04	REMOVAL OF DRIVEWAY	SY	20	\$	\$
7.05	SHARED USE PATH, PCC, 6 IN. THICKNESS	SY	1,124	\$	\$
7.06	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	SY	1,336	\$	\$
7.07	DETECTABLE WARNINGS	SF	140	\$	\$
7.08	DRIVEWAY, PCC, 6 IN. THICKNESS	SY	154	\$	\$
7.09	DRIVEWAY, GRANULAR, 6 IN. THICKNESS	SY	14	\$	\$
7040 - PAVEMENT REHABILITATION					
7.10	FULL DEPTH PATCHES, ASPHALT, 7 IN. THICKNESS	SY	34.3	\$	\$
7.11	PAVEMENT REMOVAL	SY	1082	\$	\$
8010 - TRAFFIC SIGNALS AND LIGHTING					
8.01	PEDESTRIAN LIGHT WITH CONCRETE BASE	EA	20	\$	\$
8.02	ARCHITECTURAL TOWER LIGHTING	LS	2	\$	\$
8.03	ELECTRICAL SERVICE TO LIGHTS	LS	1	\$	\$
8.04	BANNER BRACKETS AND BANNER	LS	10	\$	\$
8030 - TEMPORARY TRAFFIC CONTROL					
8.05	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$

All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
8.06	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	DAY	10	\$	\$
8040 - TRAFFIC SIGNS AND POSTS					
8.07	TRAFFIC SIGNS, TYPE A	EA	1	\$	\$
8.08	STREET SIGN, THEMED	EA	12	\$	\$
8.09	WAYFINDING SIGN	EA	4	\$	\$
9010 - SEEDING					
9.01	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 4	AC	1.4	\$	\$
9030 – PLANT MATERIAL AND PLANTING					
9.02	CANOPY TREE, 1-1/2" CAL. WITH WARRANTY	EA	50	\$	\$
9.03	PERENNIAL PLANT, 1 GALLON CONTAINER, WITH WARRANTY	EA	113	\$	\$
9.04	SHREDDED HARDWOOD MULCH, 3-INCH DEPTH WITH FABRIC	SF	620	\$	\$
9040 - EROSION AND SEDIMENT CONTROL					
9.05	SWPPP MANAGEMENT	LS	1	\$	\$
9.06	FILTER SOCK, 9 IN. DIAMETER	LF	1000	\$	\$
9.07	FILTER SOCK, REMOVAL	LF	1000	\$	\$
9.08	RIP RAP, CLASS E REVETMENT	TON	24.2	\$	\$
9.09	EROSION CONTROL MULCHING, CONVENTIONAL	AC	1.4	\$	\$
9.10	INLET PROTECTION DEVICE, DROP-IN INTAKE PROTECTION	EA	9	\$	\$
9.11	INLET PROTECTION DEVICE, MAINTENANCE	EA	18	\$	\$
9070 – LANDSCAPE RETAINING WALLS					
9.12	ARCHITECTURAL TOWER, 12' HT. WITH CONCRETE FOUNDATION	EA	2	\$	\$
9.13	ARCHITECTURAL COLUMN, 4' HT. WITH CONCRETE FOUNDATION	EA	5	\$	\$
9.14	PCC EDGING, 6" WIDTH	LF	260	\$	\$
9.15	BENCH, METAL, SURFACE MOUNTED	EA	5	\$	\$
11,020 – MOBILIZATION					
11.02	MOBILIZATION (5%)	LS	1	\$	\$
11,050 - CONCRETE WASHOUT					
11.03	MAINTENANCE OF POSTAL SERVICE	LS	1	\$	\$
11.04	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$	\$

TOTAL CONSTRUCTION COST \$ _____

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and
_____, as Surety, are held and
firmly bound unto _____, as
Obligee, (hereinafter referred to as “the Jurisdiction”), in the penal sum of _____
_____ dollars (\$_____), **or**

10% percent of the amount bid in lawful money of the United States, (Mark one)

for which payment said Principal and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a
certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for
the following described improvements;

NORTHWEST RIVER DISTRICT STREETSCAPE

The NORTHWEST RIVER DISTRICT STREETSCAPE project is located on 3rd Avenue NW from 11th Street
NW to 2nd Street NW. The project includes proposed streetscape features such as 1100 LF of shared use path,
tree plantings, pedestrian lighting, and public benches. In addition, the project includes 460 LF of 2-lane urban
side streets, 302 LF of Storm Sewer, 487 LF of Water Main, clearing and grubbing, earthwork, pavement
removal, traffic control, seeding, fertilizing and mulching, and final surface restoration.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Webster County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20_____.

SURETY:

By _____
 Surety Company

 Signature Attorney-in-Fact/Officer

 Printed Name of Attorney-in-Fact/Officer

 Company Name

 Company Address

 City, State, Zip Code

 Company Telephone Number

PRINCIPAL:

By _____
 Bidder

 Signature

 Printed Name

 Title

 Address

 City, State, Zip Code

 Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

CONTRACT NO. 125.0633.01

DATE _____

CONTRACT

THIS CONTRACT, made and entered into at City of Fort Dodge, Iowa this _____ day of _____, 2026, by and between the City of Fort Dodge by its Mayor upon order of its City Council hereinafter called the "Jurisdiction," and _____, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2026 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

NORTHWEST RIVER DISTRICT STREETSCAPE

The NORTHWEST RIVER DISTRICT STREETSCAPE project is located on 3rd Avenue NW from 11th Street NW to 2nd Street NW. The project includes proposed streetscape features such as 1100 LF of shared use path, tree plantings, pedestrian lighting, and public benches. In addition, the project includes 460 LF of 2-lane urban side streets, 302 LF of Storm Sewer, 487 LF of Water Main, clearing and grubbing, earthwork, pavement removal, traffic control, seeding, fertilizing and mulching, and final surface restoration.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$_____) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the NORTHWEST RIVER DISTRICT STREETSCAPE; and to pay liquidated damages for noncompliance with said completion provisions as follows:

Completion of Work

The Contractor shall substantially complete the overall project within sixty (60) working days. Substantial completion for the overall project shall be defined as all construction work except for final surface restoration. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of One Thousand Dollars (\$1,000.00) per calendar day will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within five (5) working days of the substantial completion. Full completion for the overall project shall be defined as all surface restoration and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of Five Hundred Dollars (\$500.00) per calendar day will be assessed for work not fully completed within the designated Contract term(s). The **CITY OF FORT DODGE** does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION

CONTRACTOR

By _____
David Flattery, Mayor

Contractor

(Seal)

ATTEST:

By _____
Signature

Dawn Siebken, City Clerk

Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number ____ - ____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
 _____) SS
 _____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

 Notary Public in and for the State of _____
 My commission expires _____, 20____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
 _____) SS
 _____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

 Notary Public in and for the State of _____
 My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
2010 - EARTHWORK, SUBGRADE, AND SUBBASE					
2.01	CLEARING AND GRUBBING	LS	1	\$	\$
2.02	TOPSOIL, ONSITE	CY	79	\$	\$
2.03	TOPSOIL, OFF-SITE, 12 IN. DEPTH	CY	20	\$	\$
2.04	EXCAVATION, CLASS 10	CY	639	\$	\$
2.05	EXCAVATION, CLASS 10, DITCH GRADING	CY	151	\$	\$
2.06	SUBGRADE PREPARATION, 12 IN. THICKNESS	SY	1,683	\$	\$
2.07	SUBBASE, MODIFIED, 6 IN. THICKNESS	SY	1,683	\$	\$
2.08	COMPACTION TESTING	LS	1	\$	\$
3010 - TRENCH AND TRENCHLESS CONSTRUCTION					
3.01	TRENCH COMPACTION TESTING	LS	1	\$	\$
4010 - SANITARY SEWER					
4.01	SANITARY SEWER SERVICE STUB, 6 IN. DIAMETER	LF	70	\$	\$
4020 - STORM SEWER					
4.02	STORM SEWER, TRENCHED, RCP, 15 IN. DIA. CLASS III	LF	302	\$	\$
4030 - PIPE CULVERT					
4.03	PIPE APRON, RCP, 15 IN., FOOTING	EA	1	\$	\$
4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS					
4.04	SUBDRAIN, CORRUGATED, PVC, 6 IN. DIAMETER	LF	744	\$	\$
4.05	SUBDRAIN CLEANOUT, TYPE A-1	LF	3	\$	\$
4.06	SUBDRAIN OUTLET, CONNECTION TO STRUCTURE	LF	5	\$	\$
5010 - PIPE AND FITTINGS					
5.01	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), C900, 8 IN.	LF	439	\$	\$
5.02	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), C900, 6 IN.	LF	53	\$	\$
5.03	FITTINGS, DUCTILE IRON, 8 IN.	LB	374	\$	\$
5.04	WATER SERVICE STUB, COPPER, 1 IN. DIAMETER, NEAR SIDE	EACH	6	\$	\$
5.05	WATER SERVICE STUB, COPPER, 1 IN. DIAMETER, FAR SIDE	EACH	4	\$	\$

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
5.06	WATER MAIN ABANDONMENT, FILL AND PLUG, 8 IN. DIAMETER OR LESS	LF	539	\$	\$
5020 - VALVES, FIRE HYDRANTS, AND APPURTENANCES					
5.07	FIRE HYDRANT ASSEMBLY	EA	2	\$	\$
6010 - STRUCTURE FOR SANITARY AND STORM SEWER					
6.01	MANHOLE, STORM, SW-401, 48 IN. DIAMETER	EA	1	\$	\$
6.02	INTAKE, TYPE SW-505	EA	4	\$	\$
6.03	INTAKE, TYPE SW-511	EA	1	\$	\$
6.04	MANHOLE ADJUSTMENT, SANITARY, MAJOR	EA	2	\$	\$
7010 - PORTLAND CEMENT CONCRETE PAVEMENT					
7.01	PAVEMENT, PCC, 8 IN. THICKNESS, CLASS SY C-4	SY	1,403	\$	\$
7.02	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$	\$
7.03	PCC PAD, 6" DEPTH	SF	155	\$	\$
7030 - SIDEWALK, SHARED USE PATH, AND DRIVEWAYS					
7.04	REMOVAL OF DRIVEWAY	SY	20	\$	\$
7.05	SHARED USE PATH, PCC, 6 IN. THICKNESS	SY	1,124	\$	\$
7.06	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	SY	1,336	\$	\$
7.07	DETECTABLE WARNINGS	SF	140	\$	\$
7.08	DRIVEWAY, PCC, 6 IN. THICKNESS	SY	154	\$	\$
7.09	DRIVEWAY, GRANULAR, 6 IN. THICKNESS	SY	14	\$	\$
7040 - PAVEMENT REHABILITATION					
7.10	FULL DEPTH PATCHES, ASPHALT, 7 IN. THICKNESS	SY	34.3	\$	\$
7.11	PAVEMENT REMOVAL	SY	1082	\$	\$
8010 - TRAFFIC SIGNALS AND LIGHTING					
8.01	PEDESTRIAN LIGHT WITH CONCRETE BASE	EA	20	\$	\$
8.02	ARCHITECTURAL TOWER LIGHTING	LS	2	\$	\$
8.03	ELECTRICAL SERVICE TO LIGHTS	LS	1	\$	\$
8.04	BANNER BRACKETS AND BANNER	LS	10	\$	\$
8030 - TEMPORARY TRAFFIC CONTROL					
8.05	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
8.06	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	DAY	10	\$	\$
8040 - TRAFFIC SIGNS AND POSTS					
8.07	TRAFFIC SIGNS, TYPE A	EA	1	\$	\$
8.08	STREET SIGN, THEMED	EA	12	\$	\$
8.09	WAYFINDING SIGN	EA	4	\$	\$
9010 - SEEDING					
9.01	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 4	AC	1.4	\$	\$
9030 - PLANT MATERIAL AND PLANTING					

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
9.02	CANOPY TREE, 1-1/2" CAL. WITH WARRANTY	EA	50	\$	\$
9.03	PERENNIAL PLANT, 1 GALLON IN CONTAINER, WITH WARRANTY	EA	113	\$	\$
9.04	SHREDDED HARDWOOD MULCH, 3-INCH DEPTH WITH FABRIC	SF	620	\$	\$
9040 - EROSION AND SEDIMENT CONTROL					
9.05	SWPPP MANAGEMENT	LS	1	\$	\$
9.06	FILTER SOCK, 9 IN. DIAMETER	LF	1000	\$	\$
9.07	FILTER SOCK, REMOVAL	LF	1000	\$	\$
9.08	RIP RAP, CLASS E REVETMENT	TON	24.2	\$	\$
9.09	EROSION CONTROL MULCHING, CONVENTIONAL	AC	1.4	\$	\$
9.10	INLET PROTECTION DEVICE, DROP-IN INTAKE PROTECTION	EA	9	\$	\$
9.11	INLET PROTECTION DEVICE, MAINTENANCE	EA	18	\$	\$
9070 – LANDSCAPE RETAINING WALLS					
9.12	ARCHITECTURAL TOWER, 12' HT. WITH CONCRETE FOUNDATION	EA	2	\$	\$
9.13	ARCHITECTURAL COLUMN, 4' HT. WITH CONCRETE FOUNDATION	EA	5	\$	\$
9.14	PCC EDGING, 6" WIDTH	LF	260	\$	\$
9.15	BENCH, METAL, SURFACE MOUNTED	EA	5	\$	\$
11,020 – MOBILIZATION					
11.02	MOBILIZATION (5%)	LS	1	\$	\$
11,050 - CONCRETE WASHOUT					
11.03	MAINTENANCE OF POSTAL SERVICE	LS	1	\$	\$
11.04	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$	\$

TOTAL CONSTRUCTION COST

\$

SURETY BOND NO. _____

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto **City of Fort Dodge**, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the _____ penal _____ sum _____ of

dollars (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, _____, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

NORTHWEST RIVER DISTRICT STREETSCAPE

The NORTHWEST RIVER DISTRICT STREETSCAPE project is located on 3rd Avenue NW from 11th Street NW to 2nd Street NW. The project includes proposed streetscape features such as 1100 LF of shared use path, tree plantings, pedestrian lighting, and public benches. In addition, the project includes 460 LF of 2-lane urban side streets, 302 LF of Storm Sewer, 487 LF of Water Main, clearing and grubbing, earthwork, pavement removal, traffic control, seeding, fertilizing and mulching, and final surface restoration.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, _____ the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of _____ DOLLARS (\$ _____), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not

limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from all work except new paving to be performed under the Contract within the period of two year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work; and
 - B. To remedy any and all defects that may develop in or result from new paving work to be performed under the Contract within the period of two year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - C. To keep all work in continuous good repair; and
 - D. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
 - E. Maintenance bond requirements shall not apply to the following: work that is not permanently incorporated into the project, pavement markings, seeding, sodding, and plant material and planting.
4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction

including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Webster County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly, and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

PRINCIPAL:

Contractor

By _____
Signature

Title

SURETY:

Surety Company

By _____
Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

FORM APPROVED BY:

Attorney for Jurisdiction

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

NOTICE TO PROCEED

PROJECT:

OWNER: CITY OF FORT DODGE, IOWA DATE: , 2026

TO: Contractor Name: _____

Contractor Address: _____

You are hereby notified to commence work in accordance with the Contract dated _____,
_____; on or before , 2026 , and you are to complete the work as follows:

Time of Completion and Milestone Durations:

Completion of Work

The Contractor shall substantially complete the overall project within sixty (60) working days. Substantial completion for the overall project shall be defined as all construction work except for final surface restoration. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of One Thousand Dollars (\$1,000.00) per calendar day will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within five (5) working days of the substantial completion. Full completion for the overall project shall be defined as all surface restoration and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of Five Hundred Dollars (\$500.00) per calendar day will be assessed for work not fully completed within the designated Contract term(s). The **CITY OF FORT DODGE** does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

On behalf of the City of Fort Dodge

SNYDER & ASSOCIATES, INC

By: _____

Title: PROJECT ENGINEER

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____ of
_____ on this the _____ day of _____, 20____.

By: _____

Title: _____

INSTRUCTIONS

DISCLAIMER:

This document is provided for informational purposes only and includes excerpts of Federal, State & local legislative provisions that are required to be included to any agreement and sub-agreement that is receiving HUD funding or working under a HUD-funded project. IEDA does not make any representation or warranty that the information provided herein is exhaustive, current, or sufficient to ensure compliance with applicable laws or to protect against potential litigation. Grantees are solely responsible for ensuring their contracts comply with all relevant legal requirements, as amended, and are strongly encouraged to consult with qualified legal counsel to appropriately apply and incorporate the full text of any referenced statutes, regulations, or codes.

INSTRUCTIONS:

This Guide is divided into 5 Sections:

1. **Addendum I:** Regulations that must be included in the agreement in **full citation**. This has been prepared for grantees, grant administrators and/or the Architect/Engineer to insert into the contractors bid/agreement via exhibit (e.g., “CDBG Bid Exhibits”).
 - a. *ALL CONTRACTS*
 - b. *Note, there is a place for acknowledgement by signature and date for contractor/subcontractor.*
2. **Addendum II:** Supplemental Federal regulations documents/forms that must be provided to the Contractors/Subcontractor for use on the Jobsite and must be listed as an exhibit.
 - a. *Construction Bids Only*
 - b. *Note, there is a place for acknowledgement by signature and date for contractor/subcontractor.*
3. **Addendum III:** Regulations documents/forms that must be printed out and inserted into Contracts / Bid Documents as individual inclusions to a Construction Bid document.
 - a. *Only Section 3 required for ALL CONTRACTS*
 - b. *All others for construction bids only*
4. **Addendum IV:** Contract language that must be customized for specific contracts and subcontracts (*Consult your local counsel for correct custom language to utilize!*).
 - a. *ALL CONTRACTS*
 - b.
5. **Addendum V:** Reference data for clearing houses / plans rooms for MWBE solicitations to meet best effort goals.
 - a. *Construction Bids Only*

ADDENDUM I – STATE OF IOWA AND FEDERAL PROGRAM LANGUAGE

The following references must be included in its entirety within the contract:

❖ **Access to Maintenance of Records**

“The Contractor must maintain records, including supporting documentation, for the greater of three years after the date the Recipient is notified that the State CDBG contract has been closed with HUD.”

“At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract”

❖ **Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

“The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.”

❖ **Certification regarding government-wide restriction on lobbying:**

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- *i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any 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.*
- *ii. 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 agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.*
- *iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and*

CDBG REQUIRED LANGUAGE FOR CONTRACTS

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.”

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 section 1352, title 31, U.S. Code. 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.”

❖ **Clean Air and Water Acts: (for all contracts over \$100,000)**

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738 (*Providing administration of the Clean Air & Water Acts*)

Clean Air and Water Acts - required clauses in all contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended.

“During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.

(2) The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) The Contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

(4) The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.”

❖ **Federal Executive Orders 11246 & 11375 (For all contracts over \$10,000)**

“During the performance of this contract, the contractor agrees as follows:

CDBG REQUIRED LANGUAGE FOR CONTRACTS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the

CDBG REQUIRED LANGUAGE FOR CONTRACTS

contractor may request the United States to enter into such litigation to protect the interests of the United States.”

❖ **Federal Labor Standards (For all contracts over \$2,000)**

“During the execution of this agreement, the contractor agrees to comply by all Federal, State and local labor standards in effect, including to but not limited to the following regulations:”.

- *Davis-Bacon and Related Acts, as amended;*
- *Contract Work Hours and Safety Standard Act, as amended;*
- *Copeland Anti-kickback Act, as amended;*
- *Fair Labor Standards Act, as amended*

(Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

❖ **Build America, Buy America Requirements**

Sample BABA Language for Inclusion into Professional Services Agreements:

“This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. While professional services are not subject to BABA, the Provider understands that they are responsible for ensuring that, absent a waiver by the Department of Housing and Urban Development, Provider shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider’s scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget’s Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Sample BABA Language for Inclusion into Advertisement for Bids:

“This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Contractor shall include Manufacturer’s Certification for BABA requirements for all BABA-covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation.

For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change. Contractor shall the designate responsible parties for determining the final classifications for all project items. “

CDBG REQUIRED LANGUAGE FOR CONTRACTS

(Housing projects of 4 units or less are excluded from this requirement.)

❖ **Section 3 requirements under 12 U.S.C. § 1701u**

- A. *“The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
- B. *The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.*
- C. *The Contractor agrees to post copies of a notice advising workers of the Contractor’s commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
- D. *The Contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.*
- E. *The Contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.*
- F. *The Contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.*
- G. *The Contractor r agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.*
- H. *The Contractor r agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.*
- I. *The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 75.*
- J. *The Contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and*

CDBG REQUIRED LANGUAGE FOR CONTRACTS

if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

- K. *Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

- 1. It is at least 51 percent owned and controlled by low- or very low-income persons;*
- 2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or*
- 3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.*

** A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:*

- 1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;*
- 2. The worker is employed by a Section 3 business concern; or*
- 3. The worker is a YouthBuild participant.*

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

❖ **Recycled Materials**

"The Contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

- When appropriate, specifications shall include requirements for the use of recovered materials and products;*
- The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product;"*

❖ **Federal Executive Orders 11063, as amended by Executive Order 12259**

*"The Contractor agrees to comply with the provisions of **Executive Order 11063**, as amended by **Executive Order 12259**, which prohibit discrimination in the sale, leasing, rental, or other disposition of residential property and related facilities financed in whole or in part with federal assistance.*

*The Contractor shall not discriminate against any person on the grounds of **race, color, religion, sex, or national origin** in the sale, rental, or use of housing or residential property built or rehabilitated with assistance provided under this contract.*

CDBG REQUIRED LANGUAGE FOR CONTRACTS

The Contractor further agrees to:

- *Include this provision in all subcontracts or agreements related to this federally assisted construction project;*
- *Cooperate with the U.S. Department of Housing and Urban Development (HUD) in any enforcement or compliance reviews;*
- *Maintain and provide records as required to demonstrate compliance with applicable federal requirements.*
- *Failure to comply with this provision shall be considered a material breach of contract and may result in suspension or termination of this Agreement, in addition to other remedies available under law or regulation.”*

❖ **Section 109, Housing & Community Development Act of 1974 (42 USC 5309):**

“The Contractor agrees that no person shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds on the grounds of: Race, color, national origin, sex, or religion. Additionally, as required by amendments to the Act and related statutes and regulations, the Contractor further agrees not to discriminate on the basis of disability.

Accordingly, the Contractor shall:

- *Take all necessary and reasonable steps to ensure non-discrimination in employment, service delivery, housing, and access to facilities;*
- *Include this clause in all subcontracts or agreements funded in whole or in part with CDBG funds;*
- *Cooperate fully with any compliance or enforcement reviews conducted by the U.S. Department of Housing and Urban Development (HUD) or its designee;*
- *Maintain and furnish records as necessary to demonstrate compliance;”*

❖ **Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC ss 200d):**

“The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. § 2000d et seq.) and all applicable regulations issued pursuant thereto, including those found at 24 CFR Part 1. Under Title VI, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. *Not discriminate against any person in employment, contracting, housing, or service delivery on the basis of race, color, or national origin.*
2. *Include this clause in every subcontract or purchase order involving the use of federal funds.*
3. *Maintain and provide access to records sufficient to demonstrate compliance with Title VI upon request of the funding agency or the U.S. Department of Housing and Urban Development (HUD).*

CDBG REQUIRED LANGUAGE FOR CONTRACTS

4. *Cooperate fully in any compliance review or complaint investigation undertaken pursuant to Title VI.*

❖ **Title VIII of the Civil Rights Act of 1968 (aka ‘Fair Housing Act’):**

“The Contractor shall comply with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601–3619), which prohibits discrimination in housing and housing-related transactions on the basis of: Race, color, religion, sex (including sexual orientation and gender identity), disability, familial status, or national origin.

Accordingly, the Contractor agrees to:

1. *Not discriminate in the sale, rental, lease, financing, design, construction, marketing, or provision of services related to any housing or residential facilities constructed or assisted under this contract.*
2. *Display the Equal Housing Opportunity logo and statement on all housing advertisements and marketing materials associated with the project.*
3. *Include this provision in all subcontracts related to residential construction, rehabilitation, leasing, or sale of housing units funded in whole or in part with federal funds.*
4. *Cooperate fully with any investigation, compliance review, or enforcement action conducted by the U.S. Department of Housing and Urban Development (HUD) or other designated entity.”*

❖ **Section 504 of the Rehabilitation Act of 1973 (PL 93-112, 29 USC 794):**

“The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by HUD regulations at 24 CFR Part 8, which prohibit discrimination on the basis of disability in any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. *Not discriminate against any qualified individual with a disability in the provision of services, employment, housing, or access to facilities under this Contract.*
2. *Ensure that all new construction and alterations funded in whole or in part with federal assistance are designed and constructed to be readily accessible to and usable by individuals with disabilities, as required by applicable accessibility standards (e.g., UFAS or ADA Standards, as applicable).*
3. *Take appropriate steps to ensure that communications with applicants, beneficiaries, and members of the public with disabilities are as effective as communications with others.*
4. *Make reasonable accommodations in policies, practices, and procedures when necessary to avoid discrimination, unless such accommodations would impose an undue financial or administrative burden.*
5. *Include this provision in all applicable subcontracts and agreements.”*

❖ **Age Discrimination Act of 1975 (42 USC 1601 et seq.):**

“The Contractor agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and the implementing regulations at 45 CFR Part 90, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

CDBG REQUIRED LANGUAGE FOR CONTRACTS

Accordingly, the Contractor shall:

1. *Ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this contract or related activities on the basis of age.*
2. *Not use age as a basis for employment decisions, service delivery, or participation in housing or construction-related benefits funded by this contract.*
3. *Include this clause in all subcontracts or agreements involving federal funds under this project.*
4. *Cooperate fully with any compliance review or investigation conducted pursuant to this Act.*
5. *Maintain and provide records as required to demonstrate compliance with the Age Discrimination Act.”*

❖ **Americans with Disabilities Act (PM 101-336, 42 USC 12101-12213):**

“The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (PL 101-336, codified at 42 U.S.C. §§ 12101–12213) and all applicable implementing regulations.

Under the ADA, no qualified individual with a disability shall, on the basis of disability, be:

- *Excluded from participation in,*
- *Denied the benefits of, or*
- *Subjected to discrimination in*

any program, service, or activity funded in whole or in part under this Contract.

Accordingly, the Contractor shall:

1. *Ensure that all employment practices, public facilities, housing, services, and communications related to this project are accessible and non-discriminatory toward individuals with disabilities.*
2. *Design and construct facilities to meet or exceed applicable accessibility standards, such as the 2010 ADA Standards for Accessible Design or UFAS, where applicable.*
3. *Make reasonable modifications to policies, practices, and procedures to accommodate individuals with disabilities, unless doing so would result in an undue burden or fundamental alteration.*
4. *Provide effective communication methods, including auxiliary aids and services, when necessary for equal access.*
5. *Include this clause in all subcontracts and agreements funded in whole or in part by CDBG or other federal funds.”*

❖ **Lead-Based Paint Compliance (24 CFR Part 35 – Lead Safe Housing Rule)**

Applies to pre-1978 residential structures receiving CDBG or other HUD funding

Types of projects:

- *Rehabilitation*
- *Acquisition*
- *Leasing*

CDBG REQUIRED LANGUAGE FOR CONTRACTS

- *Supportive housing*
- *Tenant-based rental assistance*

“The Contractor shall comply with the Lead Safe Housing Rule (24 CFR Part 35), which implements the requirements of the Lead-Based Paint Poisoning Prevention Act and applies to housing constructed prior to 1978 that is receiving federal financial assistance under this Contract.

Accordingly, the Contractor agrees to:

1. ***Identify and evaluate lead-based paint hazards*** in housing units constructed before 1978, using required methods such as visual assessments, paint testing, or risk assessments, as applicable based on project scope and funding level;
2. ***Control or eliminate lead-based paint hazards*** through interim controls or abatement in accordance with Subparts J (Rehabilitation), K (Acquisition), or M (Tenant-Based Rental Assistance) of 24 CFR Part 35;
3. ***Ensure that all work involving lead-based paint*** is performed by properly certified and trained workers, supervisors, and inspectors in accordance with EPA's Renovation, Repair and Painting (RRP) Rule and HUD guidelines;
4. ***Provide residents with proper notices*** and disclosures about the presence and hazards of lead-based paint as required under Subpart B of 24 CFR Part 35;
5. ***Follow clearance procedures*** after hazard control work, including proper testing by certified risk assessors or clearance technicians;
6. ***Keep and submit records and reports*** demonstrating full compliance with the Lead Safe Housing Rule and make such records available to HUD or the funding agency upon request.

The Contractor shall include this clause in all subcontracts involving residential rehabilitation, acquisition, or construction of pre-1978 housing units.”

❖ **Iowa Civil Rights Act of 1965, Chapter 216**

“The Contractor agrees to comply with the provisions of the Iowa Civil Rights Act of 1965 (Iowa Code Chapter 216), which prohibits discrimination in employment, housing, public accommodations, education, and credit based on:

Race, creed, color, sex, sexual orientation, gender identity, religion, national origin, disability, or age (where applicable), and familial status (in housing).

Accordingly, the Contractor shall:

1. *Not discriminate in hiring, promotion, layoff, termination, or other employment practices;*
2. *Provide equal access to housing, services, and facilities without regard to protected characteristics;*
3. *Make reasonable accommodations for persons with disabilities;*
4. *Include this clause in all applicable subcontracts and agreements under this contract;*
5. *Cooperate with any investigation or compliance review conducted by the Iowa Civil Rights Commission (ICRC) or other designated authority.”*

CDBG REQUIRED LANGUAGE FOR CONTRACTS

❖ **Iowa Code Section ss 19B.7**

The Contractor agrees to comply with Iowa Code Section 19B.7, which requires that all state and local government agencies and their contractors and subcontractors prevent and eliminate discrimination in employment and public contracting.

Accordingly, the Contractor shall:

- 1. Not discriminate against any employee or applicant for employment or any business or individual in the awarding of subcontracts, on the basis of: Race, Color, National origin, Sex, Gender identity, Sexual orientation, Religion, Age, Disability, Creed*
- 2. Include this nondiscrimination provision in all subcontracts and procurement agreements;*
- 3. Make good faith efforts to encourage the participation of minority-owned and women-owned business enterprises (M/WBEs) in all aspects of the project, including contracting and subcontracting;*
- 4. Provide documentation of such efforts upon request by the local jurisdiction, the Iowa Department of Administrative Services, or other authorized entity.*

❖ **Sales and Use Taxes (for municipalities only)**

“Owner is exempt from Iowa state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.”

The undersigned acknowledges that these requirements are party to the contract / subcontract and the Contractor/Subcontractor agrees to adoption of all requirements upon execution of the agreement:

<i>Contractor Signature</i>	<i>Date</i>
<i>Contractor Printed Name</i>	<i>Title</i>

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**ADDENDUM II. SUPPLEMENTAL FEDERAL REQUIREMENTS
AND WORKER NOTIFICATIONS**

- ❖ **Current Certified Payroll Form & Certification (DOL WH-347)**
<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf>
- ❖ **Federal Labor Standards Complaint Intake Form:**
<https://www.hud.gov/sites/dfiles/OCHCO/documents/4731.pdf>
- ❖ **Record of Employee Interview Form**
<https://www.hud.gov/sites/dfiles/OCHCO/documents/11.pdf>
- ❖ **Job Site Posters & Federal Labor Standards Provisions:**
 - WHD 1321 – Employee Rights Poster
 - English: <https://www.osha.gov/Publications/osh3165.pdf>
 - Spanish: <https://www.osha.gov/Publications/osh3167.pdf>
 - OSHA Job Safety & Health
 - English: https://www.eeoc.gov/sites/default/files/migrated_files/employers/eeoc_s_elf_print_poster.pdf
 - Spanish: https://www.eeoc.gov/sites/default/files/migrated_files/employers/eeoc_s_elf_print_poster_spanish.pdf
 - OFCCP Equal Opportunity – Know Your Rights
 - English: https://www.eeoc.gov/sites/default/files/2023-06/22-088_EEOC_KnowYourRights6.12.pdf
 - Spanish: https://www.eeoc.gov/sites/default/files/2023-06/22-088_EEOC_KnowYourRightsSp6.12.pdf
- ❖ **HUD Form 928.1 Equal Housing Opportunity**
 - English: <https://www.hud.gov/sites/documents/928.1.PDF>
 - Spanish: <https://www.hud.gov/sites/documents/SPANISH.PDF>

The undersigned acknowledges that these documents are required to be made available to all workers on the jobsite:

<i>Contractor Signature</i>	<i>Date</i>
<i>Contractor Printed Name</i>	<i>Title</i>

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**ADDENDUM III. DOCUMENTS THAT MUST BE PRINTD OUT
AND INCLUDED IN BIDS VIA EXHIBIT**

- ❖ **Section 3 Contractor Intent to Comply Form:**
<https://www.iowaeda.com/UserDocs/2022cdbg-intent-to-comply-fillableform01232023.pdf>
 - **Contractor should return this document with the Bid Forms**

- ❖ **HUD-4010 Federal Labor Standards Provisions Form:**
https://hudgov.sharepoint.com/sites/FPM/OFPM/DBLS/HQ/Shared Documents/Forms_DBLS/HUD-4010 Federal Labor Standards Provisions/HUD 4010

- ❖ **Applicable Wage Decision Document(s)**
 - **ACQUIRE FROM DOL / IEDA**

- ❖ **CDBG Project Sign Design Specifications**
https://www.iowaeda.com/UserDocs/cdbg_projectsign.pdf

- ❖ **BABA Bid Insertion Documents**
<https://opportunityiowa.gov/media/7259/download?inline>
 - **Portions for both Consultant and Constructors in this packet**

SECTION 3 – CONTRACTOR INTENT TO COMPLY

For Project (insert project name): _____

In (Insert City Name): _____ IEDA Project Number: _____

Contractor Name: _____ hereinafter referred to as “CONTRACTOR.”

Address: _____ City: _____ State: _____ Zip: _____

This form is the CONTRACTOR’s official statement acknowledging their understanding that Section 3 requirements are mandatory for the proposed project which is funded in part with funds from the Department of Housing and Urban Development (HUD). The form also signifies the CONTRACTOR’s intent to comply with the Section 3 requirements as outlined in the plans and specifications, including but not limited to, the intent to utilize Section 3 (low to moderate income) workers and subcontractors where possible and complying with all mandatory reporting related to Section 3 HUD guidelines.

In recognition of the intent to comply the CONTRACTOR indicates their compliance with the following certifications:

- ☐ YES If awarded a contract for this HUD-funded project, CONTRACTOR is able to determine employee’s hourly wages and addresses.
- ☐ YES ☐ NO Is this business a registered Section 3 business with the U.S. Department of Housing and Urban Development? You can search for Section 3 Businesses here: <https://hudapps.hud.gov/OpportunityPortal/>
- ☐ YES Willing to provide information on the hours worked by all employees, including Section 3 and Targeted Section 3 employees for this job?
- ☐ YES If the need to hire new employees during this job occurs, agree to hire Section 3 qualified employees for those job opportunities presuming all other qualifications are equal with qualified non Section 3 applicants?
- ☐ YES If the need to subcontract arises, willing to CONSIDER hiring and subcontracting with a Section 3 business registered with HUD. You can search for Section 3 Businesses here: <https://hudapps.hud.gov/OpportunityPortal/>

The CONTRACTOR estimates that the total hours worked on this project by employees of the CONTRACTOR will be _____.

The CONTRACTOR recognizes that this contracting opportunity is subject to HUD Section requirements ([24 CFR Part 75](#)). The CONTRACTOR has read and understands the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project (plans and specifications, request for qualification, request for proposals, etc.). If awarded a contract, the CONTRACTOR commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the CONTRACTOR agrees to provide reports to the project’s Grant Administrator on a timely basis) regarding Section 3 efforts and accomplishments.

Signature

Date

Print Name:

Title:

ADDENDUM IV – CUSTOM LANGUAGE THAT MUST BE IN AGREEMENT BODY

❖ **All contracts utilizing CDBG funds must contain a termination clause that specifies the following:**

- Under what conditions the clause may be imposed;
- The form the termination notice must take (e.g., certified letter);
- The time frame required between the notice of termination and its effective date;
- The method used to compute the final payment(s) to the contractor;

➔ *Consult your local counsel to prepare appropriate termination clauses for the nature of your project.*

❖ **Liquidated Damages / Time is of the Essence:**

- Grantees must include a liquidated damages clause in their professional services and construction contracts that aligns with the period of performance / contract term with the IEDA grant agreements;
- This adds protections for the grantee should a contractor not complete work within the grant agreement term;

EXAMPLE Liquidated Damages Clause:

“Time is of the essence in the performance of this Contract. The Contractor acknowledges that the timely completion of the Project is a material term of this Agreement and that delays in the completion of the Project will result in substantial damages to the Owner, including but not limited to potential loss of CDBG funds, delays in project utilization, and additional administrative costs.

The parties agree that actual damages for delay would be difficult to determine with certainty and that the amount set forth herein represents a reasonable estimate of such damages and is not intended as a penalty.

*Therefore, if the Contractor fails to complete the work required under this Agreement by the Completion Date specified in the contract or any extension thereof approved in writing by the Owner, **liquidated damages shall be assessed at a rate of _____ dollars (\$XXX.00) for each calendar day beyond the Completion Date that the work remains incomplete.***

These liquidated damages shall be deducted from any payments due or to become due to the Contractor, or, if such payments are insufficient, shall be immediately due and payable by the Contractor to the Owner upon demand.

Nothing in this provision shall be construed to limit any other rights or remedies available to the Owner under this Agreement, at law, or in equity.”

➔ *Consult your local counsel to prepare appropriate liquidated damages clauses for the nature of your project.*

❖ **“Or Equal Clause”**

“Pursuant to federal procurement requirements applicable to CDBG-funded projects, no specification shall be written in such a manner as to unduly restrict competition. References to brand names or specific products are for descriptive purposes only. Products of equal or greater quality and performance will be accepted, subject to review and approval. The Contractor shall not be limited to brand names specified, provided the proposed substitute meets or exceeds the required standards.

Wherever a specific brand name, make, or model is specified in the contract documents, it is intended to establish a standard of quality, function, and performance. Unless stated otherwise, the phrase ‘or equal’ shall be implied. The Contractor may propose substitute products that are equal in quality, design, performance, and durability, subject to approval by the Owner or Architect/Engineer.”

Recommended language inclusion for Bids:

“Requests for substitution of materials or equipment must be submitted in writing and include complete documentation showing equivalency, including specifications, product literature, certifications, and test results. Substitutions must be submitted to Architect/Engineer of record no later than [10] days after contract award or within a reasonable time before needed for installation. Approval is at the sole discretion of the Owner or Architect/Engineer, and approved substitutes shall be incorporated at no additional cost or delay to the project.”

ADDENDUM V. CLEARING HOUSES FOR M/WBE BUSINESSES

Small Business Administration
District Office
210 Walnut St., Room 749
Federal Building
Des Moines, IA 50309
ATTN: Jayne Armstrong
515.384.4913
<http://www.sba.gov/offices/district/ia/des-moines>

National Association of Women in
Construction (NAWIC)
327 S. Adams St.
Ft Worth, TX 76104
800.552.3506
Fax: 817.877.0324
www.nawic.org
#80 Greater Des Moines:
www.nawicdesmoines.com

Siouxland Construction Alliance
3900 Stadium Dr.
Sioux City, IA 51106
712.255.9730
www.siouxlandconstructionalliance.com

Illinois MBDA Business Center
31 S Grove Ave
Elgin, IL 60120
630.526.1063
www.mbda.gov/business-center-illinois-msba-business-center

Master Builders of Iowa
www.mbonline.com

Construction Update Plan Rooms:

Des Moines Plan Room
221 Park St
POB 695
Des Moines, IA 50306
515.288.8904
800.362.2578
Fax: 515.288.8718

Fort Dodge Plan Room
24 N. 9th St. Suite A
Fort Dodge, IA 50501
515.955.5500
Fax: 515.955.3245

North Iowa Builders Exchange
9 N. Federal
Mason City, IA 50401
641.423.5334
Fax: 641.423.5725
www.buidingnorthiowa.com
#160 Cedar Rapids/Iowa City:
www.nawicccric.160.org

Omaha Builders Exchange
4159 South 94th Street
Omaha, NE 68127
402.991.6906
Fax: 402.884.7055
#160 Cedar Rapids/Iowa City:
www.nawicccric.160.org

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. 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 29 CFR 5.5(d) and (e), 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 (a)(1)(v) of these contract clauses; 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 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) 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.

ii. Frequently recurring classifications

- A.** 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 29 CFR 5.5(a)(1)(iii), provided that:
1. 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;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). 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.

iii. Conformance

- A.** 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:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** 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. 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.
- D.** 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, 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.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). 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 29 CFR 5.5 (a)(1)(iii)(C) or (D) 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.

iv. 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.

v. 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 29 CFR 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.

- vi. 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

i. Withholding requirements

The U. S. Department of Housing and Urban Development 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 29 CFR 5.5(a) 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 29 CFR 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 (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** 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;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. 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.

B. 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.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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.

D. 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.

ii. Certified payroll requirements

A. 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 HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. 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

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), 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 Web site at <https://www.dol.gov/sites/dolgov/files/WHD/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 sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. 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:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. 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

3. 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.
 - D. **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 29 CFR 5.5(a)(3)(ii)(C).
 - E. **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.
 - F. **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.
 - G. **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.
- iii. **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.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **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 29 CFR 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.
 - C. **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 HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, 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

i. Apprentices

- A. 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.
- B. 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.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen 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 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), 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.
- D. 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.

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

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

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development 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.

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

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

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

10. Certification of eligibility.

i. 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 29 CFR 5.12(a).

ii. 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 29 CFR 5.12(a).

iii. 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:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. 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, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any 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 must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 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.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) 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 29 CFR 5.5(b)(1), in the sum of \$31 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 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance 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 29 CFR 5.5(b) 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 29 CFR 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.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** 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;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** 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 29 CFR 5.5(b)(1) through (5) 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 29 CFR 5.5(b)(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:

- i. 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 29 CFR part 5;
- ii. 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 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

- 1.** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- 2.** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- 3.** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Project Title

Sponsor/Developer

Officials(s) or Sponsor Address

Architect or Engineer

(second line)

Contractor

(second line)

Project Financed by:

Community Development Block Grant

Iowa Economic Development Authority

This institution is an equal opportunity provider.

CDBG

Community Development Block Grant



Economic Development

TEMPORARY CONSTRUCTION SIGN FOR JOINTLY-FUNDED PROJECTS

White Background

Sign Dimensions: 1200 mm x 2400 (approx. 4' x 8' x 3/4") PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)
TEMPLATE BELOW IS HALF-SIZE

The Grantee and its Contractors / Subcontractors must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

This document contains all necessary links and forms to ensure grantee compliance:

- Additional guidance in IEDA's CDBG Management Guide, Chapter 2:
<https://opportunityiowa.gov/media/3818/download?inline>
- Additional information, including any published waivers, is posted on the HUD website,
<https://www.hud.gov/hud-partners/baba>
- Link to the BABA Claim Certification Request:
<https://opportunityiowa.gov/media/3846/download?inline>
- Link to the BABA Project Items Status Worksheet:
<https://opportunityiowa.gov/media/3848/download?inline>
- More detailed information on BABA-covered items (page 2 of this document);
- Required language to insert into Professional Services Agreements (Page 3);
- BABA performance specifications to include in Bid Specifications documents (Page 4);
- Required language to insert into Contractor/Subcontractor Agreements (Page 5);
- Sample BABA Product Certifications (Pages 5 & 6)



1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

BABA Covered and Non Covered Items

- Iron and steel + manufactured products + construction materials
- Items should only be classified into ONE of the three categories
- Applies to items consumed in, incorporated into or affixed to an infrastructure project (aka permanently incorporated)
- Does not apply to items brought to and removed from the construction site prior to the completion of the infrastructure project (e.g., temporary scaffolding)
- Does not apply to equipment and furnishings that are used at or within the finished infrastructure project (e.g., movable chairs, desks, portable computer equipment)

Definition of Iron and Steel -

- Items that are predominantly iron or steel, unless another standard applies under law or regulation
- All manufacturing processes, from the initial melting stage through the application of coatings, must occur in the U.S.

Definition of Manufactured Products -

- Manufactured in the U.S.
- Cost of components that are mined, produced, or manufactured in the U.S. is greater than 55 percent of the total cost of all components of the manufactured product
- Unless another standard for determining the minimum amount of domestic content has been established under applicable law or regulation

Construction Materials -**Includes:**

- Non-ferrous metals
- Plastic and polymer-based products (including PVC, composite building materials, and polymers used in fiber optic cables)
- Glass (including optic glass)
- Lumber
- Drywall

Excludes:

- Items made primarily of iron or steel
- Manufactured products
- Cement and cementitious materials
- Aggregates such as stone, sand, or gravel
- Aggregate binding agents/additives



LANGUAGE FOR INCLUSION IN CONTRACTS AND SUBCONTRACTS

Build America, Buy America Procurement Bid Language

BABA Language for Inclusion into Professional Services Agreements:

The Grantee and its Contractors/Subcontractors must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. While professional services are not subject to BABA, the Provider understands that they are responsible for ensuring that, absent a waiver by the Department of Housing and Urban Development, Provider shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.



DOCUMENT 00 74 03

SPECIAL BUILD AMERICA, BUY AMERICA REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Build America, Buy America Act (BABA) Certification
 - 1. In accordance with BABA requirements the Owner must maintain documentation of compliance with the BABA requirements. Manufacturer shall supply certifications of compliance for all products subject to BABA requirements. Certification must be dated within 6 months of its submittal to the Owner and include the following:
 - a. Identification of the specific product(s) and quantities to be delivered to the site.
 - b. Identification of where the product(s) was made including the location(s) of foundry/mill/factory where the product(s) was manufactured (City and State).
 - c. Name of the project and the location of the project where the product(s) will be delivered.
 - d. Signature of company representative.
 - e. Specific reference to American Iron and Steel. Reference to Buy America, Made in USA, Buy America Act, or any state domestic preference is not acceptable.
 - 2. BABA Certification must be submitted prior to or upon delivery of the product(s) to the project location.
 - 3. BABA certification must meet the content requirements set forth in this Section.
 - 4. Failure to supply BABA certifications as required will result in delays in progress payments until such time that the BABA requirements are met.
 - 5. Additional BABA information and certification examples are attached to this Specification Section.
 - 6. Contractor to notify Engineer of any products that need to be utilized in the project for which no BABA products are available.

END OF SECTION

LANGUAGE FOR INCLUSION IN CONTRACTS AND SUBCONTRACTS

Build America, Buy America Procurement Bid Language

BABA Language for Inclusion into Contracts/Subcontracts

The Grantee and its Contractors/Subcontractors must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.



Sample Certifications

As indicated in the contract language, it will be the responsibility of the Contractor to obtain certifications that the products and materials used in the project are U.S.-made. EPA recommends the use of a step certification process for documenting compliance with BABA requirements, similar to one used by the Federal Highway Administration. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. Each handler (supplier, fabricator, manufacturer, processor, coater, etc.) of the iron and steel products certifies that their step in the process was domestically performed.

The following information is provided as a sample letter of step certification for BABA compliance. Documentation must be provided on company letterhead. In this example, there may be multiple letters from different manufacturers if one manufacturer did not perform all of the steps.

Date

Company Name

Company Address

City, State Zip

Subject: Build America, Buy America Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the Build America, Buy America requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxx

2. Xxx

3. Xxx

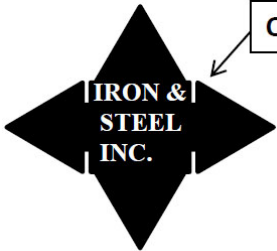
Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the U.S. and providing detailed information on the steps involved.

The following is a template for this type of final certification.

		On Manufacturer's Letterhead	
		IRON & STEEL, INC. 1959 Steel Drive Ironville, OH 12345	
April 30, 2015		MATERIAL CERTIFICATION	
RE: Job Name: Waterprojectville, Iowa		← 2015 State Revolving Fund Water Infrastructure Project	
SRF Project Number: CS1920999 01		References the SRF Project	
I certify that the processes for manufacturing or fabricating the following products and/or materials provided for the subject project took place at the following U.S. locations:			
Quantity	Description	Manufacturing Processes	Location Where Processes Occurred
3 count	AB123456 4" Gate Valve	Melting, poured, machined	Ironville, OH
60 count	XY654321 Reinforced Concrete Manhole	Melted, rolled, fabricated	Steel City, IA
60 count	XZ123456 Manhole Cover	Melted, cast, finished	← Stainless, MS
1200 linear feet	AB654321 4" Ductile Iron Water Pipe	Melted, rolled, finished	Pipetown, CA
I further certify that the products and/or materials are in full compliance with the Build America, Buy America requirement as mandated in the U.S. Environmental Protection Agency's State Revolving Fund programs. If any of the above compliance statements change while providing material to this project we will immediately notify the supplier, prime contractor, consulting engineer, or project owner.			
Specifies the Products		On behalf of IRON & STEEL, INC.,	
		<i>Jane Smith</i> Jane Smith Product Quality Manager	
Signature of Manufacturer's Representative		Specifies the Manufacturing Processes and the U.S. Locations Where They Were Performed	

"General Decision Number: IA20260028 06/25/2026

State: Iowa

Construction Types: Heavy and Highway

Counties: Iowa Counties of

Adair, Adams, Allamakee, Appanoose,
Audubon, Benton, Black Hawk, Boone,
Bremer, Buchanan, Buena Vista, Butler,
Calhoun, Carroll, Cass, Cedar, Cerro
Gordo, Cherokee, Chickasaw, Clarke,
Clay, Clayton, Clinton, Crawford,
Dallas, Davis, Decatur, Delaware, Des
Moines, Dickinson, Dubuque, Emmet,
Fayette, Floyd, Franklin, Fremont,
Greene, Grundy, Guthrie, Hamilton,
Hancock, Hardin, Harrison, Henry,
Howard, Humboldt, Ida, Iowa, Jackson,
Jasper, Jefferson, Johnson, Jones,
Keokuk, Kossuth, Lee, Linn, Louisa,
Lucas, Lyon, Madison, Mahaska, Marion,
Marshall, Mills, Mitchell, Monona,
Monroe, Montgomery, Muscatine, O'Brien,
Osceola, Page, Palo Alto, Plymouth,
Pocahontas, Polk, Pottawattamie,
Poweshiek, Ringgold, Sac, Shelby, Sioux,
Story, Tama, Taylor, Union, Van Buren,
Wapello, Warren, Washington, Wayne,
Webster, Winnebago, Winneshiek,
Woodbury, Worth and Wright

Heavy Construction (Does not include work on or pertaining to the Mississippi
or Missouri Rivers or on Water and Sewage Treatment Plants)

Highway Construction (does not include building structures in rest areas)

Modification Number	Publication Date
0	01/16/2026
1	05/18/2026
2	06/04/2026
3	06/08/2026
4	06/25/2026

SAIA2026-001 05/13/2026

	Rates	Fringes
BRICKLAYER/STONE MASON: ZONE 1 (The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.).....	\$ 37.44	19.17
BRICKLAYER/STONE MASON: ZONE 2 (The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.).....	\$ 37.44	19.17
BRICKLAYER/STONE MASON: ZONE 3 (The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and		

abutting municipalities of any such cities.).....\$ 37.44	19.17
BRICKLAYER/STONE MASON: 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.).....\$ 35.75	17.85
BRICKLAYER/STONE MASON: ZONE 5 (All areas of the state not listed).....\$ 32.65	17.85
Carpenter & Piledrivermen: ZONE 1 (The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.).....\$ 35.27	18.48
Carpenter & Piledrivermen: ZONE 2 (The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.).....\$ 33.80	18.63
Carpenter & Piledrivermen: ZONE 3 (The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities.).....\$ 33.68	18.88
Carpenter & Piledrivermen: 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.).....\$ 33.45	16.25
Carpenter & Piledrivermen: ZONE 5** All areas of the state not listed. (** CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5) Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.)...\$ 32.90	14.45
CONCRETE FINISHER: ZONE 1 (The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.).....\$ 32.51	16.35
CONCRETE FINISHER: ZONE 2 (The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.).....\$ 32.51	16.35
CONCRETE FINISHER: ZONE 3 (The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities.).....\$ 32.51	16.35
CONCRETE FINISHER: 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.).....\$ 30.66	12.58
CONCRETE FINISHER: ZONE 5 (All areas of the state not listed).....\$ 29.61	12.58
ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS): ZONE 1, 2, AND 3 (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, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities.).....\$ 42.90	19.30
ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS): 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.).....\$ 41.60	19.30
ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS): ZONE 5 (All areas of the state not listed).....\$ 40.20	17.80
IRONWORKER (SETTING OF STRUCTURAL STEEL) ZONE 1 (The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.).....\$ 33.03	20.72
IRONWORKER (SETTING OF STRUCTURAL STEEL) ZONE 2 (The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.).....\$ 31.32	21.11
IRONWORKER (SETTING OF STRUCTURAL STEEL) ZONE 3 (The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities.).....\$ 31.31	21.25
IRONWORKER (SETTING OF STRUCTURAL STEEL) 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.).....\$ 29.49	20.21
IRONWORKER (SETTING OF STRUCTURAL STEEL) ZONE 5** All areas of the state not listed. (** CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5) Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.).....\$ 28.01	19.34
LABORER: GROUP A - Carpenter tender on bridges and box culverts; 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 nozzleman; 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). ZONES 1, 2, & 3 (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, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).....\$ 27.18	14.45
LABORER: GROUP A - Carpenter tender on bridges and box culverts; 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 nozzleman; 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). ZONE 5 (All areas of the state not listed).....\$ 25.42	14.45

LABORER: GROUP A - Carpenter tender on bridges and box culverts; 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 nozzleman; 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).

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.).....\$ 25.42 14.45

LABORER: GROUP AA - Skilled pipelayer (sewer, water, and conduits) and tunnel laborers; asbestos abatement worker. 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.).....\$ 29.85 14.45

LABORER: GROUP AA - Skilled pipelayer (sewer, water, and conduits) and tunnel laborers; asbestos abatement worker. ZONE 5 (All areas of the state not listed).....\$ 29.85 14.45

LABORER: GROUP AA - Skilled pipelayer (sewer, water, and conduits) and tunnel laborers; asbestos abatement worker. ZONES 1, 2, & 3 (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, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).....\$ 29.85 14.45

LABORER: 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; jack hammerman; 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. ZONES 1, 2, & 3 (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, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).....\$ 25.33 14.45

LABORER: 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; jack hammerman; 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. ZONE 5 (All areas of the state not listed).....\$ 23.57 14.45

LABORER: 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; jack hammerman; 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. 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.).....	\$ 23.57	14.45
LABORER: GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier. 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.).....		
	\$ 21.60	14.45
LABORER: GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier. ZONE 5 (All areas of the state not listed).\$ 21.60		
LABORER: GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier. ZONES 1, 2, & 3 (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, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).....		
	\$ 22.25	14.45
POWER EQUIPMENT OPERATOR: 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 1/2 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 1/2 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) ZONE 5 (All areas of the state not listed.).....		
	\$ 35.32	17.05
POWER EQUIPMENT OPERATOR: 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 (over1/2 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 1/2 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) 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.).....\$ 36.50	22.45
POWER EQUIPMENT OPERATOR: 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 1/2 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 1/2 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) ZONE 3 (The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities)).....\$ 36.50	32.60
POWER EQUIPMENT OPERATOR: 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 1/2 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 1/2 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) ZONE 2 (The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.).....\$ 39.82	19.38
POWER EQUIPMENT OPERATOR: 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 1/2 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 1/2 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) ZONE 1 (The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.).....\$ 40.17	19.38
POWER EQUIPMENT OPERATOR: 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 cu. yd.); 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. 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.).....\$ 35.36 22.45

POWER EQUIPMENT OPERATOR: 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 cu. yd.); 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. ZONE 2 (The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.).....\$ 38.22 19.38

POWER EQUIPMENT OPERATOR: 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 cu. yd.); 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. ZONE 1 (The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.).....\$ 38.62 19.38

POWER EQUIPMENT OPERATOR: 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 cu. yd.); 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. ZONE 3 (The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities)).....\$ 35.20 32.60

POWER EQUIPMENT OPERATOR: 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 cu. yd.); 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. ZONE 5 (All areas of the state not listed.).....\$ 34.28 17.05

POWER EQUIPMENT OPERATOR: 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. ZONE 5 (All areas of the state not listed.).....\$ 32.55 17.05

POWER EQUIPMENT OPERATOR: 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. 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.).....\$ 33.03 22.45

POWER EQUIPMENT OPERATOR: 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. ZONE 3 (The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities)).....\$ 33.70	32.60
POWER EQUIPMENT OPERATOR: 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. ZONE 1 (The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.).....\$ 36.12	19.38
POWER EQUIPMENT OPERATOR: 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. ZONE 2 (The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.).....\$ 35.67	19.38
POWER EQUIPMENT OPERATOR: 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. ZONE 5 (All areas of the state not listed).....\$ 31.55	17.05
POWER EQUIPMENT OPERATOR: 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. 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.).....\$ 33.03	22.45
POWER EQUIPMENT OPERATOR: 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. ZONE 3 (The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities)).....\$ 33.70	32.60
POWER EQUIPMENT OPERATOR: 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. ZONE 2 (The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.).....\$ 35.67	19.38
POWER EQUIPMENT OPERATOR: 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. ZONE 1 (The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.).....\$ 36.12	19.38
TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON): ZONE 1 (The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only).....\$ 30.25	13.50
TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON): ZONE 2 (The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters).....\$ 30.25	13.50
TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON): ZONE 3 (The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities)).....\$ 30.25	13.50
TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON): 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)).....\$ 30.25	12.00
TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON): ZONE 5 (All areas of the state not listed).....\$ 28.41	12.00

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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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 (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU, UAVG, SA, or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

The request should be accompanied by a full statement of the interested party's position and 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, DC 20210.

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END OF GENERAL DECISION"

SPECIAL PROVISIONS

SITE FURNISHING

1. BENCHES

- 1.1** Provide horizontal steel slat benches with ductile iron end frames. Victor Stanley product CBF-138 standard 6-foot length ductile iron casting with intermediate armrests, 18" height, ¼" x 1 ½" horizontal solid steel slats. Schedule clearance for 3/8" anchor bolts, powder coated black. Install at every pedestrian node as specified in the plans. Furnish and install per manufacturer's specifications, requirements, and recommendations.

Approved Manufacturer:

Product: CBF-138
Victor Stanley
2103 Brickhouse Rd]
Dunkirk, MD 20754
1.800.368.2573
<https://www.victorstanley.com/>

2. TRASH RECEPTABLE

- 2.1** Provide six side-door standard trash receptable stations with tapered formed lids and standard flat base. Victor Stanley product EB-236SD 4'-5" X 28" X 42" HT, with two 36-gallon liners, ¼" x 1 ½" vertical steel bars, and ¼" x 2" horizontal steel band. Provide one domed lid and one tapered form lid, powder coated black. Install at every pedestrian node as specified in the plans. Furnish and install per manufacturer's specifications, requirements, and recommendations.

Approved Manufacturer:

Product: EB-236SD
Victor Stanley
2103 Brickhouse Rd]
Dunkirk, MD 20754
1.800.368.2573
<https://www.victorstanley.com/>

3. PEDESTRIAN LIGHTING

- 3.1** Provide LED modern post top luminaire units with 4" x 10' fluted pole and CL2 decorative base. Brandon Industries product CL2-H-01 with post top dimensions of 25.6" x 18.1", base height of 32" and base width of 15.5". Polyester powder coated black. Install products at locations specified on plans. Furnish and install per manufacturer's specifications, requirements, and recommendations.

Approved Manufacturer:

Product: CL2-H-01
Brandon Industries
1601 Willmeth Rd,
Mickinney, TX 75069
1.800.247.1274
<https://www.brandonindustries.com/>

- 3.2** Provide extruded aluminum poles with Decorative Lamp Post Base cover 4" OD fluted round. Brandon Industries' product CL2 structural anchor base with polyester powder coated finish will be installed at areas specified on plans with item 3.1. Furnish and install per manufacturer's specifications, requirements, and recommendations.

Approved Manufacturer:

Product: CL2
Brandon Industries
1601 Willmeth Rd,
Mickinney, TX 75069
1.800.247.1274
<https://www.brandonindustries.com/>

- 3.3** Provide cast aluminum street sign bracket arms. Brandon Industries product SSA-01 4.25" x 26" paired with 18" x 24" decorative banners. Install at every other streetlight located on the North side of 3rd Ave NW. Furnish and install per manufacturer's specifications, requirements, and recommendations.

Approved Manufacturer:

Product: SSA-01
Brandon Industries
1601 Willmeth Rd,
Mickinney, TX 75069
1.800.247.1274
<https://www.brandonindustries.com/>

4. BANNERS

- 4.1** Provide double sided 18" x 24" durable pole banners. Signs.com pole banners with grommets in all four corners and 2" pockets on the top and bottom, and navy blue. Product is customizable per owners' changes. Finish and install per manufacturer's specifications, requirements, and recommendations.

Approved Manufacturer:

Signs.com
1550 South Gladiola St,
Salt Lake City, UT 84104
1.888.222.4929
<https://www.signs.com/>