

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR CITY BRIDGE CONSTRUCTION FUNDING**

CITY: Davenport

PROJECT NO.: SBRM-1827(690)--8F-82

AGREEMENT NO.: 6-21-SBRU-011

This is an agreement between the City of Davenport, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department), for funding through the City Bridge Construction Program under Iowa Code Section 312.2 (12)(b) and 761 Iowa Administrative Code (IAC) Chapter 160.

The parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out this agreement.
2. All notices required under this agreement shall be in writing to the Department and the Recipient's contact person. The Department's contact person shall be the Local Systems Project Development Engineer, Christy VanBuskirk prior to project letting, and the Local Systems Eastern Region Field Engineer, Kent Ellis after project letting. The Recipient's contact person shall be the Civil Engineer I, Nick Schmuecker.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 3100
 - B. Location: W 46th St over Cardinal Creek
 - C. Preliminary Estimated Total Eligible Construction Costs: \$315,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the Department. Eligible project costs include only costs associated with construction within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses, are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environment or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible project construction costs incurred after the effective date of this agreement shall be paid from the City Bridge Construction Fund up to a maximum of **\$315,000**, unless the Recipient receives written notice from the Department that this amount may be exceeded. If at any time during the development or construction of the project, the estimated eligible costs exceed the preliminary estimate contained herein, the increased costs must be approved by the Department prior to incurring such costs and are dependant on available funding. In no case will the reimbursed amount exceed \$500,000. The Recipient shall pay 100% of the non-eligible project costs. Costs are considered incurred when the Recipient has an obligation to pay. Reimbursed costs will be limited to state funds that are made available to cities through the County and City Bridge Construction Funds outlined in 761 Iowa Administrative Code, Chapter 160.
7. The project plans, specifications, and engineer's cost estimate for the project shall be prepared and certified by a registered Professional Engineer licensed in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the Department for review and approval to let. If the project will be let by the Department, the most recent edition of the Iowa DOT Standard Specifications for Highway and Bridge Construction shall be used. The Recipient shall also follow the Department's letting procedures. If the project will be let by the Recipient, the project may utilize the Iowa

DOT Standard Specifications for Highway and Bridge Construction, the Urban Standard Specifications for Public Improvements, or specifications developed by the Recipient.

8. The Recipient shall obtain agreements, as needed, from railroad and utility companies; and shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers and the Department, etc.
9. The Recipient shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market and/or Federal-aid funds, the Recipient shall follow all administrative and contracting procedures required for Farm-to-Market and/or Federal-aid projects.
10. The Recipient shall pay for all project costs not reimbursed with City Bridge Program funds.
11. If the project will be let by the Recipient, the Recipient shall advertise for bidders and hold a public letting in accordance with Code of Iowa requirements. The Recipient shall submit copies of the bids received to the Department for concurrence prior to formal action in the award of the contract. Upon Department concurrence, the Department will give the Recipient written notice to proceed with the project.
12. If the project will be let by the Recipient, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
13. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3 year deadline.
14. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
15. The Recipient will be initially responsible for all project costs. Acceptance of the completed construction shall be with the concurrence of the Department. The Recipient shall prepare and submit to the Department a detailed billing statement of eligible project costs incurred by the Recipient. Billings may be submitted periodically, but no more frequent than once per month, except when the construction contract payments are made directly by the Department. If said statement is in proper form, the Department will promptly reimburse the Recipient for the eligible costs of the project, less a withholding equal to 5% of the State share of construction costs. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the State funds withheld.
16. The Recipient's engineer shall at all times be responsible for inspection of the project. Upon completion of the project, the Recipient's engineer will certify that the project was completed in accordance with the plans and specifications before receiving final reimbursement of City Bridge construction funds.
17. Signs and other traffic control devices necessary for construction of the project shall be in accordance with the Iowa "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) per 761 Iowa Administrative Code (IAC) Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
18. The Recipient agrees to indemnify, defend, and to hold the Department harmless from any action or

liability arising out of the design, construction, maintenance, placement of traffic control devices, and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.

19. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
20. This agreement is not assignable without the prior written consent of the Department.
21. It is the intent of both (all) parties that no third party beneficiary be created by this agreement.
22. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the dispute. The Department and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
23. This agreement and the attached Exhibit A constitute the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

City: Davenport

By: _____ Date _____,
(name)

Title _____

I, _____, certify that I am the Clerk of the
city, and that _____, who signed said
Agreement for and on behalf of the city was authorized to execute the same by virtue of a
formal Resolution passed and adopted by the city, on the ____ day of _____, _____.

Signed _____

City Clerk of Davenport, Iowa

Date _____, _____

Iowa Department of Transportation
Highway Division

By _____ Date _____,
Sarah R. Okerlund, P.E.
Urban Engineer
Local Systems Bureau

EXHIBIT A

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6159) or from its website at: <https://iowaeconomicdevelopment.com/tsb>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a. Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b. Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a. Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b. Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Economic Development Authority? ☐ YES ☐ NO

If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date