



City Hall, 215 Sycamore St.  
Muscatine, IA 52761-3840  
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**COMMUNITY DEVELOPMENT**

Planning,  
Zoning,  
Building Safety,  
Construction Inspection Services,  
Public Health,  
Housing Inspections,  
Code Enforcement

**MEMORANDUM**

**To:** Mayor and City Council Members  
**Cc:** Gregg Mandsager, City Administrator  
**From:** Steven Boka, Director of Community Development  
**Date:** July 11, 2013  
**Re:** Airport Improvement Projects – Grant Agreement

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**INTRODUCTION AND BACKGROUND:** As a part of the 2014 AIP, the City of Muscatine requested funding for the installation of a security gate, camera, and fencing at the south end of the newly constructed Hangar Access Road, and funding to improve apron drainage around the T-Hangars at the airport. On July 11, 2013, the city was notified that funding had been approved for both projects under a single grant agreement identified as IDOT Project No 9I140MUT100.

**RECOMMENDATION/RATIONALE:** The City must now take action to approve the Grant Agreement with the State Department of Transportation for the funding to be awarded. Once the Agreement is approved by the City Council, the Agreement will be signed and one of the originals returned to the IDOT. The other Agreements become the property of the City and acts as state authority to incur costs associated with the improvements. It is recommended that the City Council take action to approve the attached resolution approving the Grant Agreement with the Iowa DOT for Project No. 9I140MUT100.

**BACKUP INFORMATION:**

1. Resolution approving the Grant Agreement
2. Grant Agreement (2 originals)

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION APPROVING THE GRANT AGREEMENT FOR  
SECURITY IMPROVEMENTS AT THE MUSCATINE MUNICIPAL  
AIRPORT**

**(IDOT Project No. 9I140MUT100)**

**WHEREAS,** the City Council for the City of Muscatine, Iowa authorized the submission of a 5-year Capital Improvement Program for the Muscatine Municipal Airport that lists a variety of projects in each year; and

**WHEREAS,** The City was recently notified by the State Department of Transportation that funding has been awarded for Security Fence, gate & camera at the south end of the Hangar Access Road; and

**WHEREAS,** it is now necessary for this Council to authorize and direct the Mayor and City Clerk to enter into a written Grant Agreement for said Project that shall be hereinafter known as IDOT Project No. 9I140MUT100; and

**WHEREAS,** the Grant Agreement for IDOT Project No. 9I140MUT100 has been examined by this Council;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Muscatine, Iowa, that:

1. The Grant Agreement for IDOT Project No. 9I140MUT100 is hereby approved and the Mayor and City Clerk are hereby authorized and directed to enter into said agreement on behalf of this Council.

The original executed Grant Agreement shall be placed on file in the office of the City Clerk.

**PASSED, APPROVED AND ADOPTED** this 18<sup>th</sup> day of July 2013.

\_\_\_\_\_  
DeWayne Hopkins, Mayor

**ATTEST:**

\_\_\_\_\_  
Gregg Mandsager, City Clerk



# Iowa Department of Transportation

800 Lincoln Way, Ames, Iowa 50010

Phone: 515-239-1048

Fax: 515-233-7983

[Kay.thede@dot.iowa.gov](mailto:Kay.thede@dot.iowa.gov)

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

July 9, 2013

Muscatine Municipal  
Steve Boka  
215 Sycamore  
Muscatine, IA 52761

Dear Steve:

Congratulations! The FY 2014 State Airport Development Program projects you requested were approved for funding by the Iowa Transportation Commission on July 9, 2013. The Iowa DOT grant awards are for:  
install electronic entrance gate - 85% of eligible costs up to a maximum state share of \$49,189 and  
improve t-hangar drainage - 85% of eligible costs up to a maximum state share of \$143,200.

Enclosed are two copies of each project agreement between the airport sponsor and the Iowa Department of Transportation (Iowa DOT). The authorized sponsor should sign both copies, return one copy to my office, and keep one copy for your file. You are authorized to begin your project after the sponsor signature is applied and one copy is mailed back to the Iowa DOT.

Please review the agreement noting your required responsibilities and assurances, required affirmative action, targeted small business and audit requirements. If you will be requesting reimbursement for engineering services, you will need to provide me with a copy of the agreement. The Iowa DOT recommends that your engineering agreements are either lump sum, or cost plus with fixed overhead rate and maximum dollar amount. Any engineering agreement more than \$50,000 must have a pre-audit completed by the Iowa DOT. All engineering agreements that are paid with state funds are subject to a final audit. Please include state related nondiscrimination and targeted small business clauses in your agreements.

The project must be under obligation within 12 months. Please note that only expenses incurred on or after the signature date on the agreement are eligible for reimbursement. Submit claims for reimbursement with copies of invoices, canceled checks or other documentation that the bills have been paid. Reimbursement will be in whole dollars, rounding down; however, the final reimbursement request may include any 'lost cents' up to the maximum grant amount.

A final acceptance form must be completed and submitted with the final claim for reimbursement. Required forms can be downloaded from the Office of Aviation Web site at <http://www.iowadot.gov/aviation/managersandsponsors/forms.html>.

If you have any questions regarding this information, please call me at 515-239-1048. Good luck with your airport project!

Sincerely,

A handwritten signature in cursive script that reads "Kay Thede".

Kay Thede

Aviation Program Manager

Enclosures

cc: Michelle McEnany, Office of Aviation Director

**IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT  
FOR THE FISCAL YEAR 2014  
Airport Improvement Program**

This AGREEMENT is made between the Iowa Department of Transportation called the "Iowa DOT" and **City of Muscatine**, hereafter the "SPONSOR".

**1.00 PURPOSE:** The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Muscatine Municipal** hereafter the "Airport."

Improvements shall consist of: **Install electronic entrance gate**, as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by  
Project number: **9I140MUT100**  
Contract number: **15255**

**22.0 GENERAL PROVISIONS**

- 2.01 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.
- 2.82 The Iowa DOT agrees to reimburse the SPONSOR **85%** of the eligible project costs, not to exceed the maximum amount payable of **\$49,189**, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.
- 2.83 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180.  
(<http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf>)
- Competitive bid procedures for all projects greater than \$130,000.
  - Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$72,000 and \$130,000
  - Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$50,000 and \$130,000,
  - Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and specifications must be used. The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

- 2.84 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.
- 2.85 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.226 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.227 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.
- 2.228 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.
- 2.229 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.230 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.231 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR 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.

- 2.232 Funding will be available for reimbursement of the project for three fiscal years after the date of the agreement, unless appropriations are withdrawn under 2.10. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.
- 2.233 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.
- 2.234 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR 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.
- 2.235 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.
- 2.236 The attached Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)," will apply and is hereby made a part of this Agreement.

### **3.00 PROJECT CONDITIONS**

- 3.01 The SPONSOR Agrees to:
- (a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.
  - (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than \$50,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
  - (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
  - (d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
  - (e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
  - (f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
  - (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
  - (h) Certify satisfactory completion of the Project by resolution or signed final acceptance form and provide a copy to the Iowa DOT.
  - (i) Retain all records relating to project cost, including supporting documents, for a period

of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.

- (j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

#### **4.00 SPECIAL PROVISIONS**

4.01 None

#### **5.00 SPONSOR ASSURANCES**

By authorizing execution of this agreement the SPONSOR hereby certifies that:

- 5.41 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances.
- 5.42 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.103 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.104 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.
- 5.105 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10
- 5.106 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically

agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.

- 5.107 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

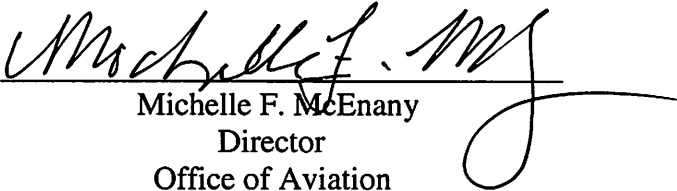
**6.00 EXECUTION OF THE AGREEMENT.** By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, on behalf of the SPONSOR.

By: \_\_\_\_\_ Attested: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signed this 9<sup>th</sup> day of July, 2013, on behalf of the Iowa Department of Transportation.

By:   
Michelle F. McEnany  
Director  
Office of Aviation



# **Exhibit A**

## **CONTRACT PROVISION**

### **Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)**

**May 2012**

## **CONTRACT PROVISION**

### **Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)**

#### **1. TSB DEFINITION**

A TSB is a small business, as defined by Iowa Code Section 15.102(5), which is 51% or more owned, operated and actively managed by one or more women, minority persons or persons with a disability. Generally this is a for-profit small business enterprise under single management, is located in Iowa and has an annual gross income of less than 3 million dollars computed as an average of the three preceding fiscal years.

#### **2. TSB REQUIREMENTS**

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7 and 541 Iowa Administrative Code Chapter 4. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

#### **3. TSB DIRECTORY INFORMATION**

Available from: Iowa Department of Inspections and Appeals  
Targeted Small Business  
Lucas Building  
Des Moines, IA 50319  
Phone: 515-281-7102  
Website: <http://dia.iowa.gov/page7.html>

#### **4. THE CONTRACTOR'S TSB POLICY**

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

#### **5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER**

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Department of Inspections and Appeals (515-281-7102)

## TSB Affirmative Action Responsibilities

to identify potential material suppliers, manufactures and contractors.

- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

### 6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

#### A. The bidder may count:

- (1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- (2) Work to be subcontracted to a TSB; or
- (3) Any other commercially useful function.

#### B. The contractor may count:

- (1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- (2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- (3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- (4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

### 7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

#### A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded

## TSB Affirmative Action Responsibilities

the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- (1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- (2) Date of the contract.
- (3) Whether or not a TSB bid/quotation was received.
- (4) Whether or not the TSB's bid/quotation was used.
- (25) The dollar amount proposed to be subcontracted.

### B. Contractors Using Quotes from TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

### C. Contractors NOT Using Quotes from TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- (1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- (2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- (3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- (4) Were initial solicitations of interested TSBs followed up?
- (5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- (6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- (7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- (8) Were services used of minority community organization, minority contractors groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Department of Inspections and Appeals.

## 8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

Contractor \_\_\_\_\_

Page# \_\_\_\_\_

Project# \_\_\_\_\_

TARGETED SMALL BUSINESS (TSB)  
PRE-BID CONTACT INFORMATION

County \_\_\_\_\_

City \_\_\_\_\_

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

**NOTE:** Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID  
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ \_\_\_\_\_

List items by name to be subcontracted:

**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 and 541 Iowa Administrative Code (IAC) Chapter 4, 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:

121. Obtaining the names of qualified TSB firms from the Iowa Department of Inspections and Appeals (515-281-7102) or from its website at: <http://dia.iowa.gov/page7.html>.
122. 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.
123. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
124. 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.
125. 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](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.
126. 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:

61. 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.
62. Bidding proposals or RFPs noting established TSB goals, if any.
63. 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 Department of Inspections and Appeals? ☐ 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