

RESOLUTION NO. 078 (2024/2025)

Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Tributary to West Indian Creek Project (Project B)

WHEREAS, the City Council of the City of Nevada, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed Tributary to West Indian Creek Project (Project B) (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on April 14, 2025;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Nevada, Iowa, as follows:

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved April 14, 2025.

\_\_\_\_\_  
Ryan Condon, Mayor

Attest:


\_\_\_\_\_  
Kerin Wright, City Clerk

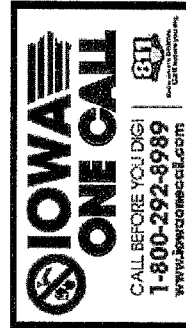
# TRIBUTARY TO INDIAN CREEK (PROJECT B) SRF SPONSORED PROJECT

CITY OF NEVADA IOWA  
NEVADA, IOWA

2025

## CERTIFICATION

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.	
	DATE My license renewal date is December 31, 2025. Pages or sheets covered by this seal.



## LOCATION MAP



PROJECT  
LOCATION



8710 EARHART LANE SW | CEDAR RAPIDS, IOWA 52404  
Phone: 319.841.4000 | Toll Free: 800.728.7805 | Fax: 319.841.4012 | HRGreen.com

## SHEET INDEX

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GENERAL	COVER SHEET
G001	LEGENDS, SYMBOLS AND GENERAL NOTES
G002	ASPERATIONS
G003	QUANTITIES
G004	ER NOTES - ESTIMATE REFERENCE
G005	SURVEY CONTROL
C001	OVERALL SITE PLAN, EROSION CONTROL & KEY PLAN
C101	ACQUISITION PLAN
C102	DEMOLITION PLAN
C201	PLAN & PROFILE - STA 10+00 TO 14+00
C202	PLAN & PROFILE - STA 14+00 TO 18+40
C203	PLAN & PROFILE - STA 18+40 TO 25+80
C204	RESTORATION - STA 9+80 TO 14+00
C205	RESTORATION - STA 14+00 TO 18+40
C206	RESTORATION - STA 18+40 TO 25+80
C301	CROSS SECTIONS
C302	CROSS SECTIONS
C303	CROSS SECTIONS
C304	CROSS SECTIONS
C305	CROSS VANE DETAIL
C306	STONE TIE PROTECTION DETAIL
C307	REPAIR APRON DETAIL

FINAL PLANS

GENERAL	COVER SHEET	SHEET NO. G000
TRIBUTARY TO INDIAN CREEK (PROJECT B) CITY OF NEVADA NEVADA, IOWA		
HRGreen.com		
NO. DATE BY REVISION DESCRIPTION		
DRAWN BY: ELL DATE: 2025 JOB NUMBER: 181801030		
APPROVED: JG DATE: 2/13/2025 JOB NO. 181801030		
CADD DATE: 2/13/2025 JOB NO. 181801030		
CADD FILE: 181801030.dwg - Tributary To Indian Creek (Project B)		

ITEM NO.	ITEM CODE	ITEM DESCRIPTION
1	2010-001-A	TEMPORARY TRAFFIC CONTROL
2	2010-002-C	EXCAVATION
3	2010-003-E	EXCAVATION
4	2010-004-E	EXCAVATION
5	2010-005-E	EXCAVATION
6	2010-006-E	EXCAVATION
7	2010-007-E	EXCAVATION
8	2010-008-E	EXCAVATION
9	2010-009-E	EXCAVATION
10	2010-010-E	EXCAVATION
11	2010-011-E	EXCAVATION
12	2010-012-E	EXCAVATION
13	2010-013-E	EXCAVATION
14	2010-014-E	EXCAVATION
15	2010-015-E	EXCAVATION
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26	2010-026-E	EXCAVATION
27	2010-027-E	EXCAVATION
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97	2010-097-E	EXCAVATION
98	2010-098-E	EXCAVATION
99	2010-099-E	EXCAVATION
100	2010-100-E	EXCAVATION

ITEM NO.	ITEM CODE	ITEM DESCRIPTION
10	2010-101-E	EXCAVATION
11	2010-102-E	EXCAVATION
12	2010-103-E	EXCAVATION
13	2010-104-E	EXCAVATION
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97	2010-188-E	EXCAVATION
98	2010-189-E	EXCAVATION
99	2010-190-E	EXCAVATION
100	2010-191-E	EXCAVATION

FINAL PLANS

Drawn by: JLC  
Approved: JLC  
Date: 12/10/2023  
Job Number: 12100003  
City: Indian Creek  
County: Nevada

Sheet No.: G004  
General  
EPI Notes - Estimate Reference

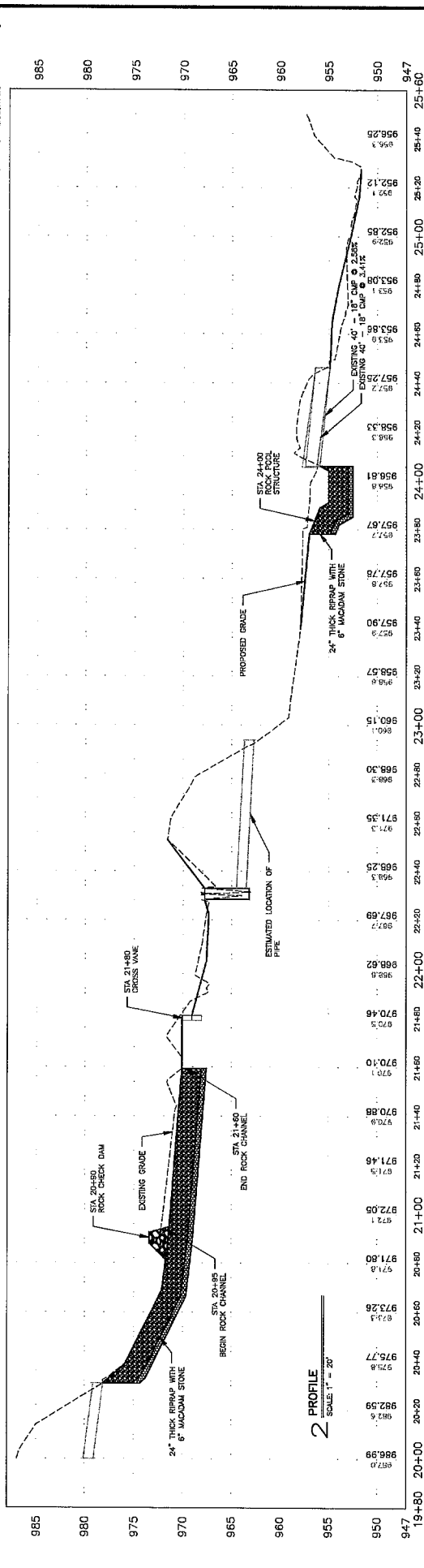
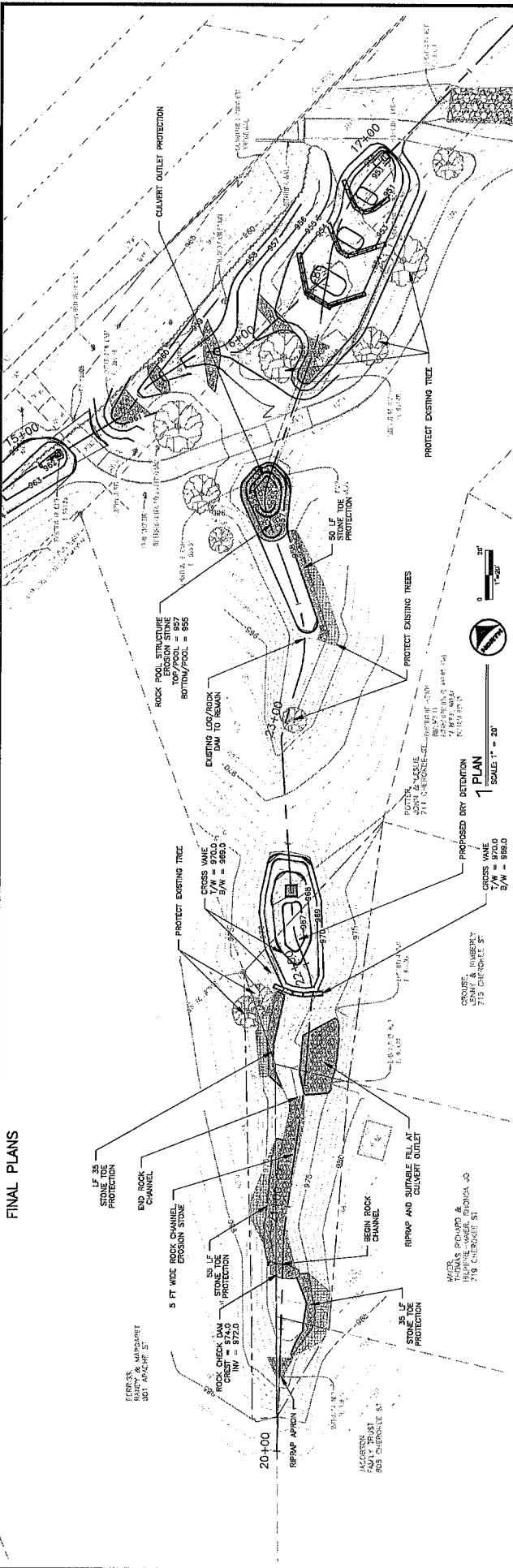
Project: TRIBUTARY TO INDIAN CREEK (PROJECT B)  
City of Nevada  
Nevada, Iowa

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# FINAL PLANS



DRAWN BY: ELD				JOB DATE: 2/22/2018				JOB NUMBER: 1918003				DATE: 2/22/2018				DRAWN BY: J. H. HARRIS			
APPROVED BY: J. H. HARRIS				JOB DATE: 2/22/2018				JOB NUMBER: 1918003				DATE: 2/22/2018				DRAWN BY: J. H. HARRIS			
CHECKED BY: J. H. HARRIS				JOB DATE: 2/22/2018				JOB NUMBER: 1918003				DATE: 2/22/2018				DRAWN BY: J. H. HARRIS			
DESIGNED BY: J. H. HARRIS				JOB DATE: 2/22/2018				JOB NUMBER: 1918003				DATE: 2/22/2018				DRAWN BY: J. H. HARRIS			
PROJECT: 1918003				JOB DATE: 2/22/2018				JOB NUMBER: 1918003				DATE: 2/22/2018				DRAWN BY: J. H. HARRIS			
SHEET NO. C203				JOB DATE: 2/22/2018				JOB NUMBER: 1918003				DATE: 2/22/2018				DRAWN BY: J. H. HARRIS			
CIVIL				JOB DATE: 2/22/2018				JOB NUMBER: 1918003				DATE: 2/22/2018				DRAWN BY: J. H. HARRIS			
PLAN & PROFILE - STA 19+80 TO 25+60				JOB DATE: 2/22/2018				JOB NUMBER: 1918003				DATE: 2/22/2018				DRAWN BY: J. H. HARRIS			
CITY OF NEVADA				JOB DATE: 2/22/2018				JOB NUMBER: 1918003				DATE: 2/22/2018				DRAWN BY: J. H. HARRIS			
NEVADA, IOWA				JOB DATE: 2/22/2018				JOB NUMBER: 1918003				DATE: 2/22/2018				DRAWN BY: J. H. HARRIS			
TRIBUTARY TO INDIAN CREEK (PROJECT B)				JOB DATE: 2/22/2018				JOB NUMBER: 1918003				DATE: 2/22/2018				DRAWN BY: J. H. HARRIS			
CITY OF NEVADA				JOB DATE: 2/22/2018				JOB NUMBER: 1918003				DATE: 2/22/2018				DRAWN BY: J. H. HARRIS			
NEVADA, IOWA				JOB DATE: 2/22/2018				JOB NUMBER: 1918003				DATE: 2/22/2018				DRAWN BY: J. H. HARRIS			

HR Green, Inc.  
Project No. 191900

TRIBUTARY TO WEST INDIAN CREEK (PROJECT B)  
SRF SPONSORED PROJECT  
CITY OF NEVADA, IOWA

**PROPOSAL**  
**NEVADA, IA – SRF SPONSORED PROJECT**  
**TRIBUTARY TO WEST INDIAN CREEK (PROJECT B)**  
**NEVADA, IA**

**PROPOSAL: PART A – SCOPE**

The City of Nevada, IA, 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:

**Measures to stabilize and restore a tributary to West Indian Creek including rock placement, grading, and vegetation seeding and establishment.**

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

ADDENDUM NUMBER 1 ADDENDUM NUMBER \_\_\_\_\_

ADDENDUM NUMBER \_\_\_\_\_ ADDENDUM NUMBER \_\_\_\_\_

**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 Jurisdiction shall only use the Total Construction Cost for comparison of the bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.

**BASE BID CONTRACTS:** The bidder must provide any Bid Prices, and alternate Prices, and the Total of the Base Bid plus any Add-alternates on the Proposal Attachment: Part C-Bid Items, Quantities, and the Prices. The Jurisdiction shall only use the Total Construction Cost for comparison of the bids. The Total Construction Cost, including any Add-Alternates 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 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 the comparison of the total bid only, not including any alternates; and
3. Make such alterations in the 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 furnish said bond; and
3. Commence the work on this project within 10 days of the date specified on the Notice to Proceed; and
4. Substantially Complete the project on or before August 31, 2025
5. Fully complete the project on or before May 30, 2026.
6. Pay liquidated damages for noncompliance with said completion provisions at the rate of \$500 for each calendar day thereafter the work remains incomplete.

**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,



HR Green, Inc.  
Project No. 191900

TRIBUTARY TO WEST INDIAN CREEK (PROJECT B)  
SRF SPONSORED PROJECT  
CITY OF NEVADA, IOWA

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 which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
----------	---------------------------

- |    |  |
|----|--|
| 1. | Bidder Status Form and Worksheet: Authorization to Transact Business |
| 2. | Section 00430 – Bid Bond (Submitted in Separate Sealed Envelope)     |
| 3. | SRF Attachments 1, 2, & 5  |

**PROPOSAL: PART G – IDENTITY OF BIDDER**

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

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

The Bidder shall enter its Public Registration Number C1290-47 issued By the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.

RW Excavating Solutions LLC  
Bidder  
Leah Wilson  
Signature  
By Leah Wilson  
Name (Print/Type)  
Admin Manager  
Title  
13293 S 88<sup>th</sup> Ave W  
Street Address  
Prairie City, IA 50228  
City, State, Zip Code  
515-994-2648  
Telephone Number

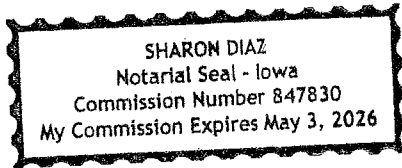
NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile of any signature will not be accepted.


Subscribed and sworn to before me this 3<sup>rd</sup> day of April, 20 25.

PROPOSAL

HR Green, Inc.  
Project No. 191900

TRIBUTARY TO WEST INDIAN CREEK (PROJECT B)  
SRF SPONSORED PROJECT  
CITY OF NEVADA, IOWA



  
\_\_\_\_\_  
Notary Public in and for

State of Iowa  
County of Jasper

My commission expires May 3, 2026

HR Green, Inc.  
Project No. 191900

TRIBUTARY TO WEST INDIAN CREEK (PROJECT B)  
SRF SPONSORED PROJECT  
CITY OF NEVADA, IOWA

**PROPOSAL**  
**NEVADA, IA – SRF SPONSORED PROJECT**  
**TRIBUTARY TO WEST INDIAN CREEK (PROJECT B)**  
**NEVADA, IOWA**

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

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the Total Bid Price, and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximately only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Construction Cost for comparison of bids.

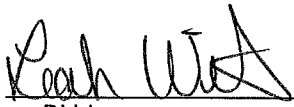
ITEM NO	BID ITEM	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	TEMPORARY TRAFIC CONTROL	1	LS	\$2,500.00	\$2,500.00
2	CLEAR AND GRUBBING, TREE, BRUSH, AND ROCK REMOVAL	1	LS	\$10,000.00	\$10,000.00
3	TOPSOIL, ONSITE, 6-INCH DEPTH (STRIP, SALVAGE, AND RESPREAD)	400	CY	\$8.00	\$3,200.00
4	EXCAVATION, CLASS 13, HAUL OFF-SITE	75	CY	\$15.00	\$1,125.00
5	EXCAVATION, CLASS 13, RESPREAD OFF-SITE	640	CY	\$10.00	\$6,400.00
6	EXCAVATION, CLASS 13, REUSE ON-SITE	178	CY	\$10.00	\$1,780.00
7	REMOVAL OF SHARED USE PATH	94	SY	\$20.00	\$1,880.00
8	SHARED USE PATH REPLACEMENT, MATCH EXISTING HMA	94	SY	\$60.00	\$5,640.00
9	PERMANENT CONVENTIONAL SEEDING, FERTILIZING, AND MULCH, TYPE 6	269	SY	\$1.50	\$403.50
10	TEMPORARY HYDRAULIC SEEDING AND MBFM (SUDAS TYPE 4)	2,470	SY	\$1.50	\$3,705.00
11	PERMANENT HYDRAULIC SEEDING, FERTILIZING, AND MBFM (SUDAS NATIVE GRASSES AND WILDFLOWERS)	2,200	SY	\$1.50	\$3,300.00
12	WARRANTY, 3 YEAR ESTABLISHMENT AND MAINTENANCE	1	LS	\$2,000.00	\$2,000.00
13	SWPPP PREPARATION	1	LS	\$2,500.00	\$2,500.00
14	SWPPP MANAGEMENT	1	LS	\$2,500.00	\$2,500.00
15	TEMPORARY RECP, TYPE 3B, NATURAL FIBER ONLY	494	SY	\$3.00	\$1,482.00
16	RIP RAP, CLASS E	440	TON	\$75.00	\$33,000.00
17	RIP RAP, CLASS E, SOIL CHOKED	50	TON	\$80.00	\$4,000.00
18	MACADAM STONE	275	TON	\$55.00	\$15,125.00
19	LIMESTONE CROSS VANE	29	EA	\$1,100.00	\$31,900.00
20	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$4,000.00	\$4,000.00

HR Green, Inc.  
Project No. 191900

TRIBUTARY TO WEST INDIAN CREEK (PROJECT B)  
SRF SPONSORED PROJECT  
CITY OF NEVADA, IOWA

21	INLET PROTECTION DEVICE	4	EA	\$250.00	\$1,000.00
22	INLET PROTECTION DEVICE, MAINTENANCE	4	EA	\$50.00	\$200.00
23	CONSTRUCTION SURVEY	1	LS	\$2000.00	\$2,000.00
24	MOBILIZATION	1	LS	\$10,000.00	\$10,000.00
				TOTAL	\$150,180.50

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE BID.

  
Bidder

## Bidder Status Form

### To be completed by all bidders

### Part A

Please answer "Yes" or "No" for each of the following:

- ☒ Yes ☐ No My company is authorized to transact business in Iowa.  
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☒ Yes ☐ No My company has an office to transact business in Iowa.
- ☒ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☒ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☒ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

### To be completed by resident bidders

### Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 1 / 29 / 2017 to Current / Address: 13293 S 88th Ave W  
City, State, Zip: Prairie City, IA 50228

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_  
City, State, Zip: \_\_\_\_

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_

You may attach additional sheet(s) if needed. City, State, Zip: \_\_\_\_

### To be completed by non-resident bidders

### Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: \_\_\_\_\_

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

### To be completed by all bidders

### Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: BW Excavating Solutions, LC  
Signature: Keah W. [Signature] Date: 4-3-2025

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

## 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.

**SRF Front-End Specifications  
FOR NONPOINT SOURCE & SPONSORED PROJECTS**



**PLEASE NOTE:** Attachment 5 is a new program requirement and is effective for all SRF projects bid after January 2021.

- Attachment 1: Certification of Non-Segregated Facilities Form
- Attachment 2: Statement in Advertisement for Bids on Debarment and Suspension/Certification Regarding Debarment and Suspension Form
- Attachment 3: Other Federal Requirements Language
- A. Standard Equal Employment Opportunity Specifications
  - B. Preservation of Open Competition and Government Neutrality
  - C. Historical and Archeological Finds
  - D. Prohibitions on Procurement from Violating Facilities
- Attachment 4: Right of Entry and Records Retention
- Attachment 5: Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

**NOTE: Attachments 1, 2, and 5 must be signed  
by the Prime Contractor and submitted with the bid.**

Attachment 1  
SRF Required Front-End Specifications

**This form must be signed by the Prime Contractor and submitted with the bid.**

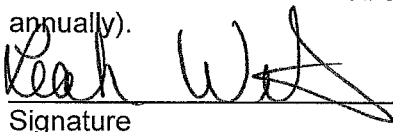
U.S. Environmental Protection Agency  
**Certification of Non-Segregated Facilities**

*(Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing Federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)*

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

  
Signature

4-3-2025  
Date

Leah Wilson Admin Manager  
Name and Title of Signer (Please Type)

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

EPA-7 5720-4.2

October 2022



Attachment 2  
SRF Required Front-End Specifications

**This form must be signed by the Prime Contractor and submitted with the bid.**

**Debarments and Suspensions**

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List will be prohibited from the bidding process. The excluded parties records search engine is located at the System for Award Management (SAM) website: <https://www.sam.gov/SAM/>. Pursuant to 2 CFR Part 180, as supplemented by 2 CFR 1532, any entity submitting a bid while the SAM website lists that entity as having an active exclusion will be determined by the DNR to be a non-responsive bidder and will not be able to receive SRF funding.

United States Environmental Protection Agency Washington, DC 20460

**Certification Regarding Debarment, Suspension, and  
Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Leah Wilson Admin Manager  
Typed Name & Title of Authorized Representative  
Leah Wilson  
Signature of Authorized Representative  
4-3-2025  
Date

☐ I am unable to certify to the above statements. My explanation is attached.

Attachment 3  
SRF Required Front-End Specifications

**Other Federal Requirements Language**

**A. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origin in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 6-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employee in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a

Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor employees are assigned to work. The Contractor, where possible will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's effort, to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The

Contractor shall provide notice of these programs to the source complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

1. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetable or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps at least as extensive as those standards prescribed in paragraph 7 of these specifications so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Federal Register, Vol. 43, No. 68 - Friday, April 7, 1978 (Corrected May 5, 1978).

Effective Date: May 8, 1978

Federal Register, Vol. 45, No. 194. Paragraph 4, revised October 3, 1980

Effective Date: September 30, 1980

#### **APPENDICES A and B-80**

##### **Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)**

1. The Offerors or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:  
(See Appendix B-80 and Appendix A Below)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and in the regulations in 41 CFR Part 60—4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60—4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60—4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer Identification number of the subcontractor, estimated dollar amount of the subcontract, and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (State of Iowa).

#### **APPENDIX A**

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

##### **Timetable Goals (percent)**

From Apr. 1, 1978 until March 31, 1979 . . . . .	3.1
From Apr. 1, 1979 until March 31, 1980 . . . . .	5.0
From Apr. 1, 1980 until March 31, 1981 . . . . .	6.9

Published, Federal Register May 5, 1978

#### **APPENDIX B-80**

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work in a Federal, federally assisted or nonfederally related project, contract or subcontract. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60—4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA of EA goal contained in this appendix B-80.

## Economic Areas

State: Iowa	Goal %
096 Dubuque IA:	
SMSA Counties:	
2200 Dubuque, IA .....	0.6
IA Dubuque	
Non-SMSA	
Counties .....	0.5
IA Allamakee, IA Clayton, IA Delaware, IA, Jackson IA, Winneshiek	
099 Davenport Rock Island Moline, IA-IL:	
SMSA Counties:	
1960 Davenport Rock Island Moline, IA-IL .....	4.6
IL Henry, IL Rock Island Moline, IA Scott	
Non-SMA	
Counties .....	3.4
IL Carroll, IL Hancock, IL Henderson, IL ,Mercer, IL Whiteside, IA Clinton, IA Des Moines, IA Henry, IA Lee, IA Louisa, IA, Muscatine, MO Clark	
100 Cedar Rapids, IA:	
SMSA Counties:	
1360 Cedar Rapids, IA .....	1.7
IA Linn	
Non-SMSA Counties .....	1.5
IA Benton, IA Cedar, IA Iowa, IA Johnson, IA, Jones, IA, Washington	
101 Waterloo, IA:	
SMSA Counties:	
8920 Waterloo-Cedar Falls, IA .....	4.7
IA Black Hawk	
Non-SMSA Counties .....	2.0
IA Bremer, IA Buchanan, IA Butler, IA Cerro Gordo, IA Chickasaw, IA Fayette, IA Floyd, IA Franklin, IA Grundy, IA Hancock, IA Hardin, IA Howard, IA Mitchell, IA Winnebago, IA Worth	
102 Fort Dodge, IA:	
Non-SMSA Counties .....	0.4
IA Buena Vista, IA Calhoun, IA Carroll, IA Clay, IA Dickinson, IA Emmet, IA Greene, IA Hamilton, IA Humboldt, IA Kossuth, IA Palo Alto, IA Pocahontas, IA Sac, IA Webster, IA Wright	
103 Sioux City, IA:	
SMSA Counties:	
7720 Sioux City, IA-NE .....	1.9
IA Woodbury, NE Dakota	



Non-SMSA Counties .....	1.2
IA Cherokee, IA Crawford, IA Ida, IA Monona, IA O'Brien, IA Plymouth, IA Sioux, NE Antelope, NE Cedar, NE Cuming, NE Dixon, NE Knox, NE Madison, NE Pierce, NE Stanton, NE Thurston, NE Wayne, SD Bon Homme, SD Clay, SD Union, SD Yankton	
104 Des Moines, IA:	
SMSA Counties:	
2120 Des Moines, IA .....	4.5
IA Polk, IA Warren	
Non SMSA Counties: .....	2.4
IA Adair, IA Appanoose, IA Boone, IA Clarke, IA Dallas, IA Davis, IA Decatur, IA Guthrie, IA Jasper, IA Jefferson, IA Keokuk, IA Lucas, IA Madison, IA Mahaska, IA Marion, IA Marshall, IA Monroe, IA Poweshiek, IA Ringgold, IA Story, IA Tama, IA Union, IA Van Buren, IA Wapello, IA Wayne	
143 Omaha, NE:	
SMSA Counties:	
5920 Omaha, NE-IA .....	7.6
IA Pottawattamie, NE Douglas, NE Sarpy	
Non-SMSA Counties .....	5.3
IA Adams, IA Audubon, IA Cass, IA Fremont, IA Harrison, IA Mills, IA Montgomery, IA Page, IA Shelby, IA Taylor, NE Burt, NE Cass, NE Colfax, NE Dodge, NE Platte, NE Saunders, NE Washington	

Published, Federal Register October 3, 1980

**B. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects (Executive Order 13202, as amended by Executive Order 13208)**

Executive Order 13202, signed February 17, 2001 and amended April 4, 2001, requires all executive agencies that issue grants to ensure Government neutrality toward contractors' labor relations. This applies to recipients of SRF assistance. The Executive Order prohibits discrimination against contractors and their employees in construction contracts based upon labor affiliation or lack thereof.

SRF assistance recipients and any construction managers acting on their behalf must ensure that bidding specifications, project agreements, and other controlling documents do not require, prohibit, or otherwise discriminate, with respect to labor affiliation or lack thereof.

**C. Historical and Archeological Finds**

If, during the course of construction, evidence of deposits of historical or archeological interest is found, the contractor shall cease operations affecting the find. The owner shall then notify the State Revolving Fund Environmental Review Specialist, who shall in turn notify the State Historic Preservation Office. The SRF shall consult with the SHPO and other interested parties

to determine the proper course of action regarding the discovery. No further disturbance of the deposits shall ensue until the SRF Environmental Review Specialist determines that the project activities in that area may proceed. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

Authority for this derives from the National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*) and 36 CFR Part 800. If human remains are discovered then state law also applies IC 263B.

**D. Prohibitions on Procurement from Violating Facilities (Section 306, Clean Air Act; Section 508, Clean Water Act; Executive Order 11738)**

Both the Clean Water Act and the Clean Air Act prohibit federal agencies from extending assistance by way of loans or contracts to persons who have been convicted of violations of either law. Executive Order 11738 was issued to coordinate enforcement by the U.S. Environmental Protection Agency, which shall designate facilities which have given rise to a conviction for an offense under the criminal provisions of the Clean Air Act and the Clean Water Act.

The Executive Order also prohibits agencies from extending assistance to facilities that are not in compliance with either Act.

SRF assistance recipients may not procure goods, services, or materials from suppliers listed by the EPA as violators.

The Excluded Parties Listing search engine is located at the System for Award Management (SAM) website: <https://www.sam.gov/SAM/>.

Attachment 4  
SRF Required Front-End Specifications

**Right of Entry and Records Retention**

The recipient shall provide access at all times for the Department of Natural Resources, the Iowa Finance Authority, the state auditor, and the U.S. EPA Office of the Inspector General to all project records and documents for inspection and audit purposes for a period of three years after the date of last loan payment. The same access to the project site(s) shall be provided for inspection purposes.

567 Iowa Administrative Code paragraph 92.8(2).e. State inspections. Personnel of the department shall have the right to examine all construction aspects of the project, including materials and equipment delivered and stored on site for use on the project.

Attachment 5  
SRF Required Front-End Specifications

**This form must be signed by the Prime Contractor and submitted with the bid.**

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE  
SERVICES OR EQUIPMENT**

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to:

- (a) Procure or obtain, extend or renew a contract to procure or obtain;
- (b) Enter into a contract (or extend or renew a contract) to procure; or
- (c) Obtain the equipment, services, or systems that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system.

Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list, website: <https://www.sam.gov/SAM/>.

(1) As described in Public Law 115-232, section 889, covered telecommunications equipment or services includes:

- (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- (i) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services to procure (enter into, renew or extend contracts) or obtain the equipment, services, or systems as described in 2 CFR 200.216.

I understand the above prohibitions and certify that the project will be in compliance with all the requirements.

Leah Wilson Admin Manager  
Typed Name & Title of Authorized Representative  
Leah Wilson 4-3-2025  
Signature of Authorized Representative Date

The Mayor announced that bids for the construction of the Tributary to West Indian Creek Project (Project B) had been received before 9:00 a.m., on April 3, 2025, at the office of the City Clerk, Nevada, Iowa, and that on the same day, at the same time, in the same place, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and HR Green, Inc. (the "Project Engineers") made their recommendations thereon to the City Council. The bids received for the construction of the Tributary to West Indian Creek Project (Project B) are as follows:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
<b>TK Grading &amp; Seeding L.L.C</b> <b>PO Box 333, Maxwell, IA</b> <b>(*Unresponsive)</b>	<b>\$125,378.00*</b>
<b>Con-Struct, Inc.</b> <b>305 S Dayton Ave, Ames IA</b>	<b>\$137,844.00</b>
<b>RW Excavating Solutions, L.C.</b> <b>13293 S 88<sup>th</sup> Ave West, Prairie City, IA</b> <b>(**Discrepancy, see bid tab)</b>	<b>\$149,640.50**</b>

**See attached bid document.**



▶ 5525 Merle Hay Road | Suite 200  
Johnston, IA 50131  
Main 515.278.2913 + Fax 713.965.0044  
▶ [HRGREEN.COM](http://HRGREEN.COM)

4/8/2025

City of Nevada  
1209 6<sup>th</sup> Street  
Nevada, Iowa 50201

Re: Recommendation for Project Award – Tributary to Indian Creek (Project B)

Dear City of Nevada,

We have thoroughly reviewed the submitted proposals, bid documents, and bid bonds for the Tributary to Indian Creek (Project B), as well as the tabulation of all the bids received. TK Grading and Seeding LLC did not include all of the required SRF Attachments with their bid and is therefore deemed unresponsive at the recommendation of the City Attorney.

After careful evaluation, it is our recommendation that the project be awarded to **Con-struct, Inc.**, whose bid meets all required criteria and is in compliance with the specifications outlined in the project documents. The total bid amount submitted by Con-struct, Inc. is **\$137,844.00**.

We trust that this recommendation aligns with the objectives of the project and that the award of this contract to Con-struct, Inc. will result in a successful and efficient execution of the project.

Please feel free to contact me if you have any questions or require further information.

Thank you for your attention to this matter. We look forward to your confirmation and approval of this recommendation.

Sincerely,

**HR GREEN, INC.**

A handwritten signature in blue ink, appearing to read 'Mark Phipps'.

**Mark Phipps, PE, CFM, CPESC**  
Regional Manager



Tributary to West Indian Creek (Project B)  
Bid Tabulation  
Prepared by HR Green, Inc.

ITEM NUMBER		ITEM CODE	BID ITEM	UNITS	QUANTITY	ENGINEER'S ESTIMATE		TK Grading and Seeding LLC		Con-struct, Inc.		RW Excavating Solutions, LC	
DIVISION 1 - GENERAL						UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
1		1070-206-A	TEMPORARY TRAFIC CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,050.00	\$ 3,050.00	\$ 2,500.00	\$ 2,500.00
DIVISION 2 - EXCAVATION						0							
2		2010-108-C	CLEAR AND GRUBBING, TREE, BRUSH, AND ROCK REMOVAL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 21,000.00	\$ 21,000.00	\$ 10,000.00	\$ 10,000.00
3		2010-108-D-1	TOPSOIL, ONSITE, 6-INCH DEPTH (STRIP, SALVAGE, AND RESPREAD)	CY	400	\$ 15.00	\$ 6,000.00	\$ 12.00	\$ 4,800.00	\$ 18.00	\$ 7,200.00	\$ 8.00	\$ 3,200.00
4		2010-108-E	EXCAVATION, CLASS 13, HAUL OFF-SITE	CY	75	\$ 25.00	\$ 1,875.00	\$ 20.00	\$ 1,500.00	\$ 16.00	\$ 1,200.00	\$ 15.00	\$ 1,125.00
5		2010-108-E	EXCAVATION, CLASS 13, RESPREAD OFF-SITE	CY	640	\$ 15.00	\$ 9,600.00	\$ 12.00	\$ 7,680.00	\$ 15.00	\$ 9,600.00	\$ 10.00	\$ 6,400.00
6		2010-108-E	EXCAVATION, CLASS 13, REUSE ON-SITE	CY	178	\$ 8.00	\$ 1,424.00	\$ 12.00	\$ 2,136.00	\$ 9.00	\$ 1,602.00	\$ 10.00	\$ 1,780.00
DIVISION 7 - STREETS AND RELATED WORK													
7		7030-108-A-2	REMOVAL OF SHARED USE PATH	SY	94	\$ 8.00	\$ 752.00	\$ 10.00	\$ 940.00	\$ 13.00	\$ 1,222.00	\$ 20.00	\$ 1,880.00
8		7030-108-C	SHARED USE PATH REPLACEMENT, MATCH EXISTING HMA	SY	94	\$ 35.00	\$ 3,280.00	\$ 25.00	\$ 2,350.00	\$ 154.50	\$ 14,523.00	\$ 60.00	\$ 5,640.00
DIVISION 9 - SITE WORK AND EROSION CONTROL													
9		9010-108-A	PERMANENT CONVENTIONAL SEEDING, FERTILIZING, AND MULCH, TYPE 6	SY	269	\$ 2.50	\$ 672.50	\$ 3.50	\$ 941.50	\$ 2.00	\$ 538.00	\$ 1.50	\$ 403.50
10		9010-108-B	TEMPORARY HYDRAULIC SEEDING AND MBFM (SUDAS TYPE 4)	SY	2470	\$ 2.00	\$ 4,940.00	\$ 0.75	\$ 1,852.50	\$ 1.00	\$ 2,470.00	\$ 1.50	\$ 3,705.00
11		9010-108-B	PERMANENT HYDRAULIC SEEDING, FERTILIZING, AND MBFM (SUDAS NATIVE GRASSES AND WILDFLOWERS)	SY	2200	\$ 2.00	\$ 4,400.00	\$ 1.45	\$ 3,190.00	\$ 2.00	\$ 4,400.00	\$ 1.50	\$ 3,300.00
12		9010-108-E	WARPPPP PREPARATION	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,090.00	\$ 3,090.00	\$ 2,000.00	\$ 2,000.00
13		9040-108-A-1	SWPPP MANAGEMENT	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,030.00	\$ 1,030.00	\$ 2,500.00	\$ 2,500.00
14		9040-108-A-2	SWPPP MANAGEMENT	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,180.00	\$ 6,180.00	\$ 2,500.00	\$ 2,500.00
15		9040-108-E	TEMPORARY RECP, TYPE 3B, NATURAL FIBER ONLY	SY	494	\$ 5.00	\$ 2,470.00	\$ 2.00	\$ 988.00	\$ 3.00	\$ 1,482.00	\$ 3.00	\$ 1,482.00
16		9040-108-J	RIP RAP, CLASS E	TON	440	\$ 65.00	\$ 28,600.00	\$ 65.00	\$ 28,600.00	\$ 58.00	\$ 25,520.00	\$ 75.00	\$ 33,000.00
17		9040-108-J	RIP RAP, CLASS E, SOIL CHOKED	TON	50	\$ 65.00	\$ 3,250.00	\$ 65.00	\$ 3,250.00	\$ 58.00	\$ 2,900.00	\$ 80.00	\$ 4,000.00
18		9040-108-J	MACADAM STONE	TON	275	\$ 65.00	\$ 17,875.00	\$ 50.00	\$ 13,750.00	\$ 45.00	\$ 12,375.00	\$ 55.00	\$ 15,125.00
19		9040-999-A	LIMESTONE CROSS VANE	EA	29	\$ 500.00	\$ 14,500.00	\$ 400.00	\$ 11,600.00	\$ 360.00	\$ 10,440.00	\$ 1,100.00	\$ 31,900.00
20		9040-108-O-1	STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,700.00	\$ 1,700.00	\$ 4,000.00	\$ 4,000.00
21		9040-108-T-1	INLET PROTECTION DEVICE	EA	4	\$ 300.00	\$ 1,200.00	\$ 150.00	\$ 600.00	\$ 217.00	\$ 868.00	\$ 250.00	\$ 1,000.00
22		9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EA	4	\$ 25.00	\$ 100.00	\$ 50.00	\$ 200.00	\$ 11.00	\$ 44.00	\$ 50.00	\$ 200.00
DIVISION 11 - SITE WORK AND EROSION CONTROL													
23		11010-A	CONSTRUCTION SURVEY	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 1,910.00	\$ 1,910.00	\$ 2,000.00	\$ 2,000.00
24		11020-A	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 5,500.00	\$ 5,500.00	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00
						SUBTOTAL		\$ 156,448.50		\$ 125,378.00		\$ 149,640.50	

Indicates a discrepancy between submitted bid and correct bid

RESOLUTION NO. 079 (2024/2025)

Resolution awarding contract for the Tributary to West Indian Creek Project  
(Project B)

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Nevada, Iowa, and as required by law, bids and proposals were received by this Council for the Tributary to West Indian Creek Project (Project B) (the "Project"); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Nevada, Iowa, as follows:

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
Con-Struct, Inc	\$137,844.00
305 S Dayton Ave, Ames IA	

Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, but only after the contractor submits the performance and/or payment bonds which are required by the contract documents, and after the Project Engineers submit a written determination that such surety bonds and the other contract documents are satisfactory. No additional City Council action shall be required to approve the executed contract or surety bonds.

Section 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.



April 10, 2025

**VIA EMAIL**

Kerin Wright  
City Clerk/City Hall  
Nevada, Iowa

Re: Tributary to West Indian Creek Project (Project B)  
Our File No. 420131-128

Dear Kerin:

We have prepared and attach the proceedings related to the hearing on the plans and specifications, receipt of construction bids and the award and approval of a contract for the Tributary to West Indian Creek Project (Project B).

The materials attached include the following items:

1. Minutes of the April 14, 2025, City Council meeting covering the hearing on the plans and specifications. If there are no objections filed and if there are no objectors present at the meeting, please insert the word "no" in the blank space provided. If there are objectors, they should be listed with their names and the nature of their objections.
2. Resolution finally approving and confirming plans, specifications and form of contract.
3. Further minutes of the April 14, 2025, City Council meeting to show the filing of the report with respect to the construction bids received for the Project. In the event the City Council desires to consider the proposals for a longer period of time, the minutes include a motion to adjourn the meeting to a later time. If the Council desires to award the contract immediately, this adjournment may be stricken from the minutes by drawing a line through it and the following two paragraphs which convene the subsequent meeting.
4. Resolution awarding the contract, fixing the amount of the performance and/or payment bonds and authorizing the execution of the contract, subject to the receipt of the performance and payment bonds and a written determination by the Project Engineers that such bonds and the other contract documents are satisfactory.
5. Attestation Certificate with respect to the validity of the entire transcript.

As these proceedings are completed, please return one fully executed copy to our office.