

**CONTRACT FOR
ENGINEERING SERVICES FOR AMES HUNZIKER YOUTH SPORTS COMPLEX (HYSC)
WELLFIELD GENERATOR MITIGATION PROJECT
FOR CITY OF AMES WATER & POLLUTION CONTROL DEPARTMENT**

THIS AGREEMENT, made and entered into effective the 25th day of June 2024, by and between the CITY OF AMES, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and Farris Engineering, Inc. (an Incorporated, organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

WITNESSETH THAT:

WHEREAS, the City of Ames has determined that certain services to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

**I
PURPOSE**

The purpose of this Agreement is to procure for the City of Ames certain services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

**II
SCOPE OF SERVICES**

Provider shall provide the services set out in the City of Ames, Iowa, Scope of Work, Invitation to Bid #2024-160 Engineering Services for Ames HYSC Wellfield Generator Mitigation Project for City of Ames attached hereto as Exhibit A.

The City, without invalidating the Agreement, may direct changes in the project within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. Any change in the scope of service by the provider shall be done by written agreement signed by both parties. The added cost or cost reduction to the City resulting from a change in the Agreement shall be determined by mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation, or by unit prices stated in the Agreement or subsequently agreed upon.

It shall be the responsibility of the provider, before proceeding with any change in scope, to verify that the change has been properly authorized on behalf of the City. No additional charges or any other change in the Agreement will be allowed unless previously authorized in writing by the City, with the applicable compensation method and maximum authorized additional sum stated.

**III
METHOD OF PAYMENT**

A. Payments shall be made by the City of Ames. The maximum total amount payable by the City of Ames under this Agreement is \$107,120.00 and no greater amount shall be paid without written amendment.

B. Payment will be made upon completion of the work and acceptance by the City of Ames. Provider shall submit an invoice on a monthly basis upon completion of the work. The invoice shall include an itemization of the work for which payment is claimed. Invoices referencing the assigned purchase order number shall be sent to the following address:

IV

FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All claims for payment shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

B. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any payment under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for charges made hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final payment by the City.

C. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the payments made or claimed under this Agreement.

D. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

V

INSURANCE

A. The provider shall maintain insurance coverage in scope and amounts acceptable to the City's Risk Manager.

B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

C. Provider shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

D. Provider shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

E. To the fullest extent permitted by law the Provider shall indemnify and hold harmless the City of Ames, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

G. In no case will the Provider's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the City of Ames.

**VI
PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION**

Provider agrees to hold in trust and confidence any confidential and/or proprietary information or data relating to City business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the City.

**VII
TERMINATION**

The City of Ames may terminate this Agreement without penalty to the City at any time by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the City shall provide a Cure notice. If after notice the Provider continues to be in default, the City may terminate this agreement immediately. The City shall only be obligated to compensate the Provider for compliant services performed prior to notice of termination.

**VIII
INDEPENDENT CONTRACTOR STATUS**

Provider agrees that the relationship between Provider and the City is that of an independent contractor for employment tax purposes. The Provider shall be solely responsible for all taxes relating to payments under this agreement including those of employees.

**IX
LAWS**

This contract is governed by the law of the State of Iowa with venue in the appropriate state and/or federal courts for Story County, Iowa.

**X
ASSIGNMENT**

This Agreement may not be assigned or transferred by the Provider without the prior written consent of the City.

**XI
AFFIRMATIVE ACTION**

Provider shall place on file with the City a statement of nondiscrimination policy in the form of a completed *Assurance of Compliance with the City of Ames, Iowa, Affirmative Action Program* satisfactory to the Affirmative Action Officer of the City.

**XII
NOTICE**

All notices under this Agreement shall be in writing. Notices shall be deemed to have been given: (i) upon hand delivery or (ii) if sent by Regular Mail, within seventy-two (72) hours after the notice has been deposited in the United States Post Office, postage paid. Notices shall be sent to the other party at the addresses set forth below. Either party may change its address by giving notice in writing thereof to the other parties.

City of Ames:
John Dunn
Director of Water & Pollution Control

Farris Engineering:
Michael D. Wallace
President, CEO

515 Clark Ave, PO Box 811
Ames, IA 50010

12700 W. Dodge Rd
Omaha, NE 68154

**XIII
DURATION**

This Agreement shall be in full force and effect from and after June 25, 2024 until completion of the Work, or, until terminated by the City of Ames, Iowa. Deadline for completion is November 30, 2024.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA

By: _____
John A. Haila, Mayor

By Michael Wallace _____

Attest by: _____
Renee Hall, City Clerk

Michael Wallace CEO
Printed Name and Title

Contract Form: PS 1

EXHIBIT A
ENGINEERING SERVICES FOR AMES HUNZIKER YOUTH SPORTS COMPLEX (HYSC)
WELLFIELD GENERATOR MITIGATION PROJECT

BACKGROUND

The City of Ames implements long-term mitigation measures as authorized under Section 203 and 404 of the Stafford Act. Appropriated Hazard Mitigation Assistance funds will facilitate the installation of a backup generator, transfer switch, and electrical lines to ensure the uninterrupted availability of well water to the water treatment plant which provides potable water service to commercial and residential customers during loss of power outages, thus reducing the potential of health and safety risks. The generator will be sized to power 5 wells located at the HYSC. During flood events where the Skunk River is expected to reach or exceed flood stage, the City of Ames Electric Services Department (city owned) will proactively turn off power to these 5 wells to protect electrical equipment and keep the community safe. This backup generator will be proactively turned on in this event to be able to provide power to these 5 HYSC wells which provide a majority of water for the community. Funding for this project comes from Federal (FEMA), State (Iowa), and Local (City of Ames) sources. As indicated above and discussed below parts of the project will or may be funded by FEMA funds through an agreement administered by the State of Iowa Department of Homeland Security and Emergency Management

This project will consist of design, bidding, and construction services to develop plans and specifications that incorporates and prioritizes the City's plan to have dedicated standby power so that water may be pumped to the treatment plant during power outages or natural disasters.

SCOPE OF WORK

Farris Engineering will preparing technical specifications, drawings, and necessary information to provided appropriate placement for a new emergency generator, diesel fuel tank, transformers, underground directionally drilled lines, and other associated project appurtenances for the City of Ames to complete bid documents suitable for competitive bidding as outlined in their requested "Engineering Services for Ames Hunziker Youth Sports Complex Wellfield Generator Mitigation Project Task 1-4".

Task 1. Preliminary Engineering: Phase I

Farris Engineering will review with City Staff and all other necessary parties to determine:

- Appropriate placement for the generator, diesel fuel tank, transformers, underground directionally drilled lines, and other associated project appurtenances.
- Determine appropriate route and receiving pits of directionally drilled lines.
- Determine appropriate generator sizing based on current energy loads and possible future loads.
- Determine generator enclosure.
- Work with the City's Electric Services Department to confirm all electric feeds to the specific wells.
- Ensure generator placement and/or connection will connect to all five wells and will provide power to supply at least three wells at one time.
- Work with the City's Electric Services Department to confirm the electric feed to the specific wells and ensure generator placement or connection will connect to all five wells and will power at least three wells at one time. The generator and well connections (transformers and other equipment that could fail due to floods or cause a "rise" during a flood event) must be located outside of the (500-year or 100-year) flood plain.
- Coordinate the design with the city and the City's contracted archaeologist to avoid areas of interest based on the State Historic Preservation Office (SHPO).
- Attend 3 in-person meetings to ensure a mutual understanding of the requirements. Additional meetings can be scheduled and attended virtually to coordinate with City's staff for feedback and design changes.

- Coordinate with all funding sources to ensure the project follows funding sources.

Task 2. Geotechnical Engineering and Soil Boring: Phase I

- Coordinate with a Geotechnical Engineering and Soil Boring firm specializing in soil boring and geotechnical work to determine the appropriate site locations for all equipment necessary for this project.
 - o Determine the appropriate depth, spacing, and quantity of soil borings based on generator, diesel fuel tank, transformers, and other associated project appurtenances based on industry standards.
 - o A geotechnical report shall be furnished and provided to the City. It is anticipated that the geotechnical report will be used by the consultant to perform design work and incorporate any site considerations.

Task 3. Construction Permits: Phase I

- Coordinate with the City to identify all permits needed for the project through final construction.
- *Any trade permits required for the project will be the responsibility of the contractor.*
- Assist the City with application of all necessary permits.
 - o Iowa Department of Natural Resources (IDNR) Air Permit
 - ☐ Final permitting will be determined on actual size of generator
 - o IDNR – Public Water Supply Construction Permit
 - o NPDES General Permit #2
 - o IDNT – Joint Application
 - o City of Ames Storm Water Pollution Prevention Plan

Task 4. Final Design: Phase I

- Provide the City with all the technical specifications and drawings suitable for competitive bidding in both hard copies and electronics formats.
- All documentation will be submitted in the format requested by the City of Ames such as PDF format or AutoCAD-readable format. The AutoCAD drawings shall be compatible with AutoCAD LT. All specifications and drawing shall have a Professional Engineer (P.E.) Stamp.
- All design will be in conformance with accepted engineering practices and meet or exceed the conformance with the following:
 - o Occupational Safety and Health Administration (OSHA)
 - o Iowa Statewide Urban Design and Specifications (SUDAS)
 - o International Building Code (IBC)
 - o State of Iowa Plumbing Code
 - o State of Iowa Electrical Code
 - o National Electrical Manufacturers Association/Insulated Cable Engineers Association
 - o 30 (NEMA/ICEA)
 - o National Fire Protection Association (NFPA)
 - o Underwriters Laboratories, Inc. (UL)
 - o ASTM International (ASTM) • Institute of Electrical and Electronics Engineers, Inc. (IEEE)
 - o NESC National Electrical Safety Code

SCHEDULE

	Estimate of Effort	Projected Date
Task 1 – Preliminary Engineering – Phase I		
Site Investigation – placement for generator, diesel fuel tank, transformers, underground directionally drill lines, and other associated project appurtenances. Appropriate route and receiving pits of directionally drilled lines.	32 hours (over 2 full days at the site)	June – August 2024
Sizing of Generators based on energy loads.	40 hours	
Generator enclosure.	20 hours	
Task 2 – Geotechnical Engineering & Soil Boring – Phase I		
Determine appropriate depth, spacing, and quantity of soil borings based on generator, diesel fuel tanks, transformers, and other associated project needs.	80 hours	June 2024
Task 3 – Construction Permits – Phase I		
Coordinate with City in obtaining construction permits	60 hours	June 2024
Task 4 – Final Design – Phase I		
Milestone design reviews at 50% & 90% of final design with City staff.	140 hours	September - November 2024
Prepare technical specifications and drawings for competitive bidding of project.	30 hours	December – January 2025
Task 5 – Bidding Phase Services – Phase II		
Assist the City in preparing needed information if formally bidding project.	30 hours	February 2025* (Contingent upon FEMA Determination)
Assist in reviewing of bids and prepare a recommendation of awarding project.	10 hours	
Task 6 – Construction Phase Service - Phase II		
CA and CA Support	As needed basis – hourly basis	April 2025* (Contingent upon FEMA Determination)
Estimate of Effort		
Site visits/trips	3 site in-person trips	During construction
Close-out and final wrap-up of project	30	August 2025* (Contingent upon FEMA Determination)

**ENGINEERING SERVICES FOR AMES HUNZIKER YOUTH SPORTS COMPLEX (HYSC)
WELLFIELD GENERATOR MITIGATION PROJECT**

1. Disputes, Default and Termination

Disputes: In the event of dispute arising under this Contract, the Contractor shall notify the City of Ames promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor shall proceed with such work in compliance with the instructions of the City of Ames; such compliance shall not be a waiver of the Contractor's rights to make a claim, provided they have notified the City of Ames in writing as above stipulated.

Default and Remedies: Default shall consist of any failure by the Contractor to perform under this contract or written amendments thereto or any breach of any covenant, agreement, provision, or warranty provided by the Vendor as a part of this contract. Actions which constitute a default include, but are not limited to:

- a. Failure to submit to the City of Ames reports which are required pursuant to this contract or the submission of required reports that are incorrect or incomplete.
- b. Submission of requests for payment or reimbursement of amounts that is incorrect or incomplete.
- c. The failure of the Contractor to accept any additional conditions which may be provided by law, by executive order, by regulation or by other policy announced by the City of Ames, the state or any federal agency.
- d. Failure to perform any activity required by this contract.

Default: Upon occurrence of any default, the City of Ames shall advise the Contractor in writing of the action constituting the default and specify the actions that must be taken to cure the default. The City of Ames may suspend payment under the contract. If a default is not cured within 30 days from receipt of written notice of such default by the Contractor, the City of Ames may continue the suspension or, by written notice of termination, may terminate the contract.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Ames for damage sustained by the City of Ames by virtue of any default or breach of the contract; and the City of Ames may deduct the amount of damages from any outstanding payments to the Contractor or may withhold payments until such time as the exact amount of the damages is determined.

Termination: If federal funding for this project is terminated and no other funding is available for continuation of this project, the City of Ames will not be obligated to continue funding for the services contained in this contract and may terminate the contract.

In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by or purchased with FEMA funds by the Contractor under this contract shall, at the option of the City of Ames, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

2. Termination

Owner May Terminate for Cause

The occurrence of any one or more of the following events will justify termination for cause:

- Contractor's persistent failure to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials);
- Contractor's disregard of laws or regulations of any public body having jurisdiction;
- Contractor's disregard of the authority of owner; or
- Contractor's violation in any substantial way of any provisions of the contract documents.

If one or more of the events identified in this section occur Owner, after giving Contractor ten days written notice of its intent to terminate the services of Contractor, may:

- exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, construction equipment, and machinery at the site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
- incorporate in the work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and
- complete the work as Owner may deem expedient.

If Owner proceeds as provided in this section, Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed as to their reasonableness and, when so approved, incorporated in a Change Order. When exercising any rights or remedies under this section, Owner shall not be required to obtain the lowest price for the work performed.

Contractor's services will not be terminated if Contractor begins within ten days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

Owner May Terminate for Convenience

Upon ten days written notice to Contractor, Owner may, without cause and without prejudice to

any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

- completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
- expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
- all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

3. Equal Employment Opportunity

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing

or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). (Does not apply to this contract.)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Attachment A is to be completed and submitted with proposal.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Attachment B is to be completed and submitted with proposal.

10. § 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1. Procure or obtain;
 - 2. Extend or renew a contract to procure or obtain; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. 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).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. 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.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - c. See Public Law 115-232, section 889 for additional information.
 - d. See also § 200.471.

12. § 200.322 Domestic preferences for procurements.

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

[85 FR 49543, Aug. 13, 2020, as amended at 88 FR 57790, Aug. 23, 2023]

13. Access to Records

The following access to records requirements applies to this contract:

- a. The Contractor agrees to provide Iowa Homeland Security, City of Ames, the Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the Federal Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with federal regulations, the City of Ames and the Contractor acknowledge and agree that no language in this contract it intended to prohibit audits or internal reviews by the Federal Administrator or the Comptroller General of the United States.

14. Disadvantaged Business Enterprise Utilization

- a. The Contractor shall seek the use of qualified Disadvantaged Business Enterprises (DBE) under this contact. In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at <https://secure.iowadot.gov/DBE/Home/index/>.
- b. The Contractor shall make good faith effort to seek and utilize Disadvantaged Business Enterprises as Subcontractors under this contract.
- c. The Contractor shall document the efforts and proposed utilization of certified DBEs. Attachment C is to be completed and submitted with proposal. If Subcontractors are being used, Attachment D and E is to be completed and submitted with proposal.