City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager MJP-W

FROM: Randall M. Krauel, Director of Public Works RMK

DATE: September 18, 2019

SUBJECT: Middle Raccoon River Streambed Stabilization
Hungry Canyons Alliance Project Agreement

Application for funding assistance for the Middle Raccoon River Streambed Stabilization project was made to the Hungry Canyons Alliance Stream Stabilization Cost Share Program. The Hungry Canyons Alliance Scoring Committee approved the City for $80,000.00 in cost share for the project.

Attached is a Project Agreement and Attachments for the funding award. The requirements of the Agreement and Attachments are extensive and detailed. They are reasonably customary for Federal and, in this case, State aid expenditure.

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Hungry Canyons Alliance Project Agreement for the Middle Raccoon River Streambed Stabilization project.

RMK:ds

attachments (6)

RESOLUTION NO. _____

RESOLUTION APPROVING THE PROJECT AGREEMENT WITH HUNGRY CANYONS ALLIANCE FOR THE MIDDLE RACCOON RIVER STREAMBED STABILIZATION PROJECT.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that contracts made by the City be approved by the City Council; and,

WHEREAS, Hungry Canyons Alliance approved the City for $80,000.00 in cost share for the Middle Raccoon River Streambed Stabilization project; and,

WHEREAS, Hungry Canyons Alliance has prepared Grant Agreement No. 20-1 detailing the requirements of the cost share award; and,

WHEREAS, the City Council has determined that the Project Agreement is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Project Agreement, Grant Agreement No. 20-1, with Hungry Canyons Alliance for the Middle Raccoon River Streambed Stabilization project is approved and the Mayor is authorized and directed to sign the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 23rd day of September, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

State Funds

STATE: Iowa
PROJECT PLAN: Hungry Canyons Stream Channel Stabilization
GRANT AGREEMENT NO. 20-1
LOCATION: Mid. Raccoon R., Sec. 25, T84N, R35W, City of Carroll, Carroll County

Hungry Canyons Alliance

PROJECT AGREEMENT

THIS AGREEMENT, made this 17th day of September, 2019, by and between City of Carroll, called the Sponsor, and the Hungry Canyons Alliance, hereafter known as HCA.

WITNESSED THAT:

WHEREAS, under the provision of Chapter 161D, Code of Iowa, the Hungry Canyons Alliance is authorized to assist the Sponsor in measures related to the unique natural resources, rural development and infrastructure problems of counties in the deep loess soil region of western Iowa.

NOW THEREFORE, in consideration of the premises and of several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and Hungry Canyons Alliance do hereby agree as follows:

A. It is agreed that the following described work is to be performed at a total estimated cost of $404,150. This amount includes survey, engineering, construction, inspection, and administration of:

Construction of stream channel stabilization structure(s) as proposed in the project application(s) labeled Attachment C to this agreement.

B. THE SPONSOR WILL:

1. Contract for and complete construction of the works of improvement described in Attachment C.

2. Accept responsibility for land and water rights acquisition, survey, design, construction inspection, contract administration, and cost above that provided in C.1. for construction of the works of improvement described in Attachment C. The Sponsor's share will constitute a minimum of 20% of the total cost of the works of improvement described in Attachment C.

3. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the work described in Attachment C.

4. Accept responsibility for the operation, maintenance and repairs of the structure unless it is determined by HCA and the Sponsor that the cost of repair exceeds the learned benefits of the repaired structure.

5. Hold and save the HCA free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from work provided for in this agreement.

6. Accept responsibility for performing and keeping records regarding the operation and maintenance of works described in Attachment C and provide necessary facilities, administrative and bookkeeping personnel, and legal counsel for the provision of financial and technical assistance to support installation of grade stabilization measures as described in Attachment C.

7. Prepare a design, construction plans, and construction specifications in accordance with standard engineering principles. The design, construction plans, and construction specifications shall be reviewed and approved by a professional engineer registered in the State of Iowa.

8. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Iowa applicable to the Sponsor.

9. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

10. Retain all records pertaining to all work performed in Attachment C for three (3) years from the date of the submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer.

11. Require that a professional engineer registered in the State of Iowa certify that the project was installed in accordance with the plans and specifications.

12. Request reimbursement from the HCA by submitting a Request for Reimbursement form.

13. Administer their action under this agreement in accordance with 7 CFR 3015, CFR 3016, CFR 3017, CFR 3018, CFR 3052, and OMB Circulars A-102, A-87, and A-133.

14. Comply with the requirements of Attachment A and Attachment B - SPECIAL PROVISIONS which are made a part of this agreement. Attachment A describes Drug Free Workplace and Clean Air and Water requirements. Attachment B describes equal opportunity and nondiscrimination requirements.

15. Comply with Hungry Canyons Cost-Share Program Administrative Procedures labeled Attachment D to this agreement.

16. Issue Internal Revenue Service (IRS) Form 1099 G, Statement for Recipients of Government Payments to the participant and to IRS as required by IRS regulations.

C. HCA WILL:

1. Provide a maximum of $80,000 for total construction costs of the works of improvement described in Attachment C. The HCA share will constitute a maximum of 80% of the total cost of the works of improvement described in Attachment C.

2. Provide advice and counsel as needed with the technical and contractual administration of this agreement at the request of the Sponsor.

3. Upon notification of the completion of construction, HCA shall promptly review the performance of Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.

4. Pay the Sponsor pursuant to this agreement with request submitted on HCA Request for Reimbursement form.

D. IT IS MUTUALLY AGREED:

1. All work under this agreement will be completed by December 31, 2020 .

2. This agreement shall be effective on the date appearing in the first paragraph and shall continue in effect until the purpose of the agreement has been fulfilled or until the agreement expires on the date set forth in D.1.

3. Failure to properly design or construct a project receiving HCA funding will result in 10% of the final reimbursement being withheld and no approval of further county projects for HCA funding until the project has been fixed to accepted standards. All counties are encouraged to contact and work closely with the HCA project director to avoid this situation. All counties are to use the HCA weir design and construction checklist to help assure a good final product.

4. The furnishing of financial and other assistance by the HCA is contingent on the availability of funds appropriated by State Legislature from which payment may be made and shall not obligate the HCA upon failure of the Congress to appropriate funds.

5. HCA may terminate this agreement in whole or in part when it is determined by HCA that the Sponsor has failed to comply with any of the conditions of this agreement. The HCA shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments or recoveries made by HCA under this termination shall be in accord with the legal rights and liabilities of HCA and the Sponsor.

6. This agreement may be temporarily suspended by HCA if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, HCA may suspend this agreement when it is evident that a termination is pending.

7. The terms and conditions of this agreement are subject to modification by amendment agreed to in writing by both HCA and the Sponsor.

8. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.

9. The contract for constructing the work described in Attachment C will not be awarded by the Sponsor to any company in which any official of the Sponsor or any member of such an official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such company.

10. This agreement, as set forth on pages 1-4, constitutes the entire agreement between Hungry Canyons Alliance and the Sponsor. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement.

11. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975 and Americans with Disabilities Act of 1990. They shall also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, gender, religion, age, disability, political beliefs, marital or familial status, or sexual orientation, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

E. THIS AGREEMENT IS APPROVED AND HEREBY DULY EXECUTED BY:

By: _____

Mayor, City of Carroll

Date: _____

HUNGRY CANYONS ALLIANCE

By: _____

Chair, Hungry Canyons Alliance Board of Directors

Date: _____

ATTACHMENT A — SPECIAL PROVISIONS

I. DRUG-FREE WORKPLACE CERTIFICATION

II. CERTIFICATION REGARDING LOBBYING

III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS — PRIMARY COVERED TRANSACTIONS

IV. CLEAN AIR AND WATER CERTIFICATIONS

V. ASSURANCES AND COMPLIANCE

VI. EXAMINATION OF RECORDS

ATTACHMENT A – SPECIAL PROVISIONS

The signatories agree to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace

By signing this agreement, the sponsors are providing the certification set out below. If it is later determined that the sponsor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S. C. 812), and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means the finding of (including pleas of nolo contrendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes;

Criminal drug statute means a federal or non-federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants, or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces.)

Certification:

1. The sponsors certify that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for a violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about –

  (1) The danger of drug abuse in the workplace;

  (2) The grantee's policy of maintaining a drug-free workplace;

  (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

  (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will —

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such a conviction.

(e) Notifying the NRCS in writing within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;

(f) Taking on of the following actions within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted —

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f); and

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

2. The sponsors may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018)

[Applicable if this agreement exceeds $100,000]

The sponsors certify to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the sponsors, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employer of Congress, or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The sponsors shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

III. Certification Regarding Debarment, Suspension, and Other Responsibility Matters — Primary Covered Transactions (7 CFR 3017)

1. The sponsors certify to the best of its knowledge and belief, that it and its principles:
   - (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 (3) year period preceding this proposal, been convicted of or had a civil judgement rendered against them for commission of fraud or 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 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 for, or otherwise criminally or civilly charged by a governmental 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 (3) year period preceding this application/proposal, had one (1) or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the primary sponsor is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this agreement.

IV. Clean Air and Water Certification

[Applicable if this agreement exceeds $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by the Environmental Protection Agency (EPA), or the agreement is not otherwise exempt.]

The project sponsoring organization(s) signatory to this agreement certifies as follows:

1. Any facility to be utilized in the performance of this proposed agreement is [ ], is not [X], listed on the Environmental Protection Agency (EPA) List of Violating Facilities.

2. To promptly notify the State Administrative Officer, prior to the signing of this agreement by the NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
3. To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

CLEAN AIR AND WATER CLAUSE

[Applicable only if the agreement exceeds $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S. C. (1319(c))) and is listed by the Environmental Protection Agency (EPA), or the agreement is not otherwise exempt.]

A. The project sponsoring organization(s) signatory to this agreement agrees as follows:
   (1) To comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857, et. seq., as amended by Public Law 91-604), and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Federal Water Pollution Control Act, respectively, and all regulations and guidelines issued there under before the signing of this agreement by the NRCS.
   (2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities as of the date when this agreement was signed by the NRCS unless and until the Environmental Protection Agency (EPA) eliminates the name of such facility or facilities from such listing.
   (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
   (4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A(4).

B. The terms used in this clause have the following meanings:
   (1) The term "Air Act" means the Clean Air Act, as amended, (42 U.S.C. 1857 et. seq., as amended by Public Law 91-604.)
   (2) The term "Water Act" means Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500.)
   (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act (42 U.S.C. 1857 c-5(d)), and approved implementation procedure under Section 111(c) or Section 111(d), and approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, or the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency (EPA) or by a state under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (3 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency (EPA), or any air or water pollution control agency in accordance with the Air Act or Water Act, and regulations issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency (EPA), determines that independent facilities are co-located in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those set out in the applicable 7 CFR's which are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Provide the NRCS or the Comptroller General, through any authorized representative, access to the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three (3) years after completion of the terms of the agreement in accordance with the applicable OMB Circular.

ATTACHMENT B

I. EQUAL OPPORTUNITY

II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION)

III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

VI. CERTIFICATION OF NONSEGREGATED FACILITIES (NRCS-ADS-818)

VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

ATTACHMENT B - SPECIAL PROVISIONS

CONSTRUCTION

I - EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporated, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

II - EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff determination; 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 Equal Opportunity (Federally Assisted Construction) clause.

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

3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative 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.

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

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

6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause 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 No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the 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.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

III - NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

IV - NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving federally assisted construction contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

V - NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities 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.

(b) Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

VI - CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, dg 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, color, religion, or national of because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she 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, and that he/she will retain such certifications in his/her files.

NOTE-. The penalty for making false statements - offers is prescribed in 18 U. S. C. I 00 1.

Contractor Signature_____

Title _____ Date_____

VII - STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(EXECUTIVE ORDER 11246)

I. 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 act Compliance Program, 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 94 1.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cub 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 Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all groups 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 the contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through as 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 Contractors or Subcontractors 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 7. a. through 7. 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 tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees 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 of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting 4s 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 Contractors obligations under these specifications, Executive Order 1 1246, 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, 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 Contractors 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 at which the Contractors 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 Contractors obligations 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 fist 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 organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and 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 refer-red back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in e 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 had impeded the Contractor's efforts 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 Contractors employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. 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. - specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posing 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 e action obligations under these specifications with all employees having any responsible for hiring, assessment, layoff, termination, or their employment decisions, including specific

review of these items with on-site supervisory personnel such as Superintendents, General Fore 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 Contract'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 anticipate doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minorities 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 the applications for apprenticeship or other, training by any recruitment sources, the Contractor shall send written notification, to organizations such as the above, describing the openings, screening procedure, and tests 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 Contractors workforce.

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

l. 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 classification 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 promote 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 one or more of the affirmative action obligations (Paragraphs 7.a- through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as any one or more of its obligations under Paragraphs 7.a. through 7.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 Contractors 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 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 nonminority. 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 timetables of 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 1 1246, as amended.

ATTACHMENT C

Hungry Canyons Alliance
Stream Stabilization Cost Share Program
Application Form

For use from March 1, 2018 to December 31, 2019

County Carroll Date 08-29-30

Applicant Name City of Carroll

Address 112 E. 5th Street City and Zip code Carroll 51401

Phone 712-792-1000 Fax 712-792-0139 E-mail rkrauel@cityofcarroll.com

County's Authorized Representative Randy Krauel

Authorized Representative Signature Randy Krauel

I. Project Description

A. Please provide the following information with respect to project costs:

1. Estimated **total cost** of the proposed project: $ 404,150.00
(including design, survey, contract administration, construction, etc.)

2. Estimated **total grade control cost**: $ 364,300.00
(will be less than the total project cost for flumes, culverts, outlets, etc.)

3. Estimate of **County's contribution**: $ 224,300.00
(20% of total grade control cost)

4. Funds requested from the Stream Stabilization Cost Share Program: $ 140,000.00
($140,000 maximum or 80% of total grade control cost)
(requests for more than $140,000 will be considered if documentation explaining why is provided)

B. Please provide the following information related to the proposed stream stabilization project:

1. Project location:

Attach a county Highway and Transportation map and indicate the proposed project site.

Section, township, range: Section 25, T84N, R35W

911 address: Incorporated Area; 600 Blk. S. Main Street

2. Name of the stream targeted in the proposed project:

Middle Raccoon River

3. What is the stream gradient in the vicinity of the proposed work?

0.05 Ft./Ft.

4. Estimate the drainage area above the proposed site location:

56.7 Sq.Mi.

5. Estimate the top of bank width of the stream channel at the proposed site location:

65 Ft.

6. Estimate the depth of the stream channel at the proposed site location (from the bridge deck or top of bank to the streambed):

9 Ft.

7. Describe the current assessment of the facility (e.g. "projected use of the facility is less than 2 years", "significant scouring under facility but still in use", or "facility is currently unusable due to erosion").

Significant scouring exposing sanitary sewer pipe. Pipe still in use.

8. Describe the character of the site by identifying the following:

a. tributaries or drainage into the stream: No significant tributaries to the River. Drainage is primarily from agricultural land along with municipal runoff.

b. active knickpoints in the vicinity of the proposed structure: None.

c. stream bed soil strength: Sandy lean clay; Blow Count = 4

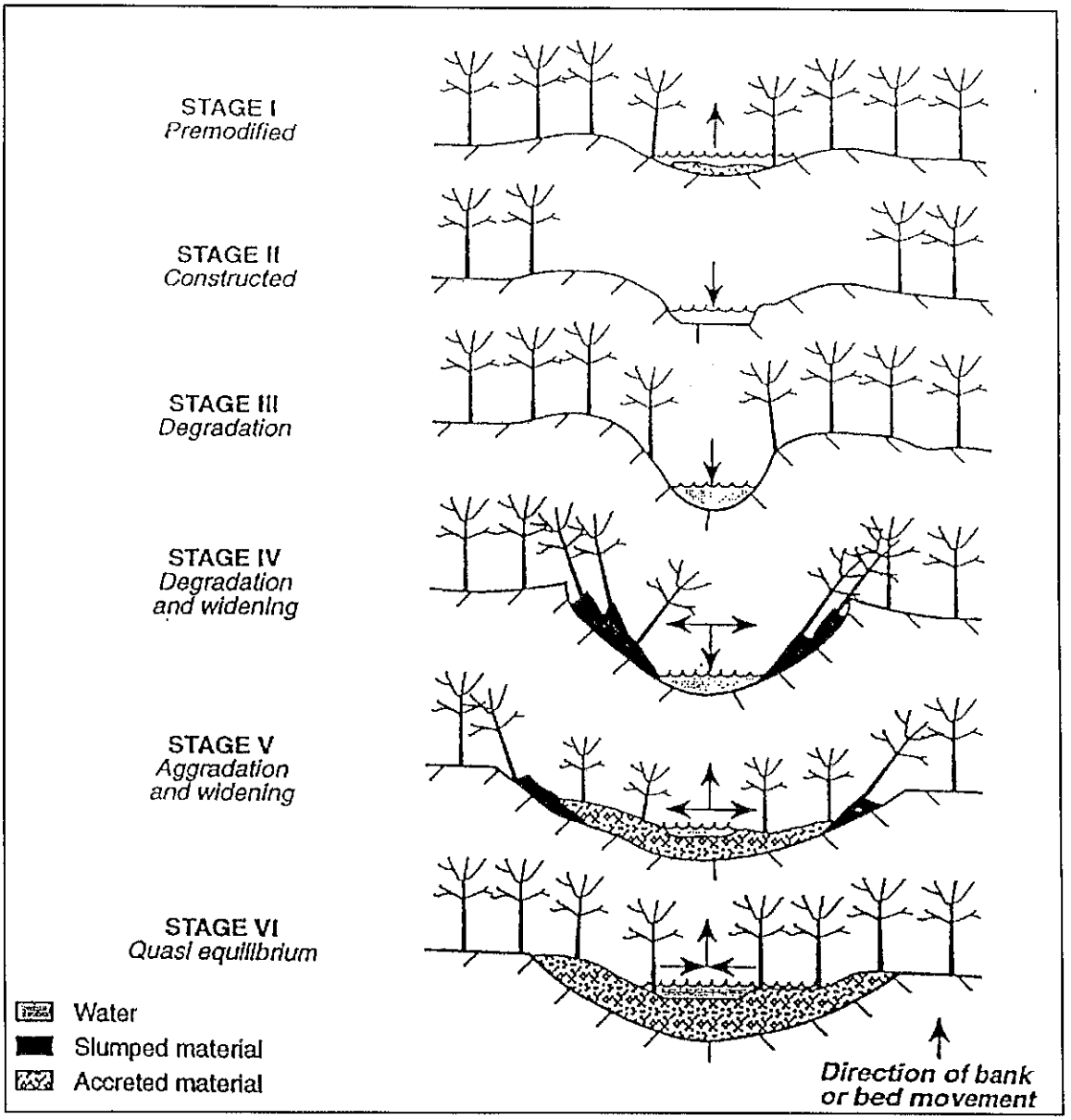
9. Describe any grade stabilization projects up or downstream and amount of grade controlled (identify their location on a transportation map):

Grade Stabilization Structure 1900 ft upstream

Grade Stabilization Structure 3900 ft downstream

10. What is the DNR classification for this stream reach as far as fisheries importance and weir design criteria? (0,1, or 2) (if unsure, contact the Hungry Canyons Alliance office) 2

11. On the following page, indicate the stage of stream channel evolution at the proposed site location. Photographs may also be attached.



Stages of stream channel evolution (from A. Simon, US Geological Survey, 1989).

Mark the appropriate box to describe the site of the proposed project:

Stage 1	☐	Stage 4	X
Stage 2	☐	Stage 5	☐
Stage 3	☐	Stage 6	☐

12. Describe the proposed stream stabilization measure by identifying the following:

a. The type of structure proposed: Grouted Grade Control Structure

b. The vertical grade control achieved or maintained: 3 Ft.

c. Is this a weir modification project? If so, what agency originally paid for the funding, what was the project number, and when was it built?

No.

d. Related and complementary work completed or planned in the area of the proposed project such as the construction of new infrastructure, treatment of drainage ditches, etc.:

None.

e. Cooperation with other organizations and agencies on the proposed project (i.e. NRCS):

U.S. Army Corp of Engineers

Iowa Department of Natural Resources

f. Particularly creative, innovative, and cost effective characteristics of the proposed project:

None.

13. Attach a plan view of the structure at its proposed location with preliminary engineering drawings or designs (and include photographs, etc. as necessary to describe the project).

II. Project Benefits

A. Please provide the following information related to the proposed stream stabilization project:

1. Estimate the length of the targeted stream reach that will be protected (in feet or miles; highlight the stream reach on a transportation map):

Stream protected to upstream grade stabilization structure; 1900 Ft.

2. List and describe the public and private land and infrastructure that will be protected:

Public Sanitary Sewer, 24 in.

Public Watermain, Raw Transmission, 16 in.

Public Watermain; Treated Transmission, 16 in.

a. Estimate the repair or replacement cost for each piece of infrastructure impacted by the proposed project:

Sanitary Sewer (Non-protected replacement requires lift station); $350,000.

Watermain, Raw Transmission: $100,000.

Watermain, Treated Transmission: $100,000.

b. Estimate the value of land protected or the acres of land voiding prevented over the lifetime of the structure:

No significant land protection

c. Estimate the number of years which the lifetime of the facility will be extended:

Lifetime of grade stabilization structure: 40-50 years

B. If applicable, please estimate the following:

1. The number of miles that traffic would be re-routed in the event of failure or closure of the infrastructure listed above:

No traffic re-routing; No roadway infrastructure protected.

Failure of the sanitary sewer outfall would result in raw wastewater flow into the Middle Raccoon River. Raw water transmission main failure would prohibit the ability of six out of a total of nine wells to deliver raw water to the Water Treatment Plant. The treated water

transmission main failure would prohibit any treated water from being available to the system, for use.

2. The approximate number of days or months that traffic would be re-routed during repair or replacement of the infrastructure listed above:

   See B.1. above.

3. The Average Daily Traffic (ADT) on the routes affected:

   See B.1. above/

III. Local Support

A. Describe work done or planned in the vicinity of the proposed structure.

1. Percent of upland conservation treatment:

   City-owned parkland/flood plain upstream is maintained as open space.

2. Bank/ Riparian vegetation included in the design:

   Erosion control during construction; Rural seeding following construction.

3. Cooperation with adjacent landowners:

   City owns adjacent land.

IV. Other

Describe any other innovative aspects or unique characteristics or circumstances about this project.

None. Establish design criteria followed.

To be considered for Hungry Canyons Alliance funds, the application must be completed in full and all supporting documents attached.

Please send completed applications to:

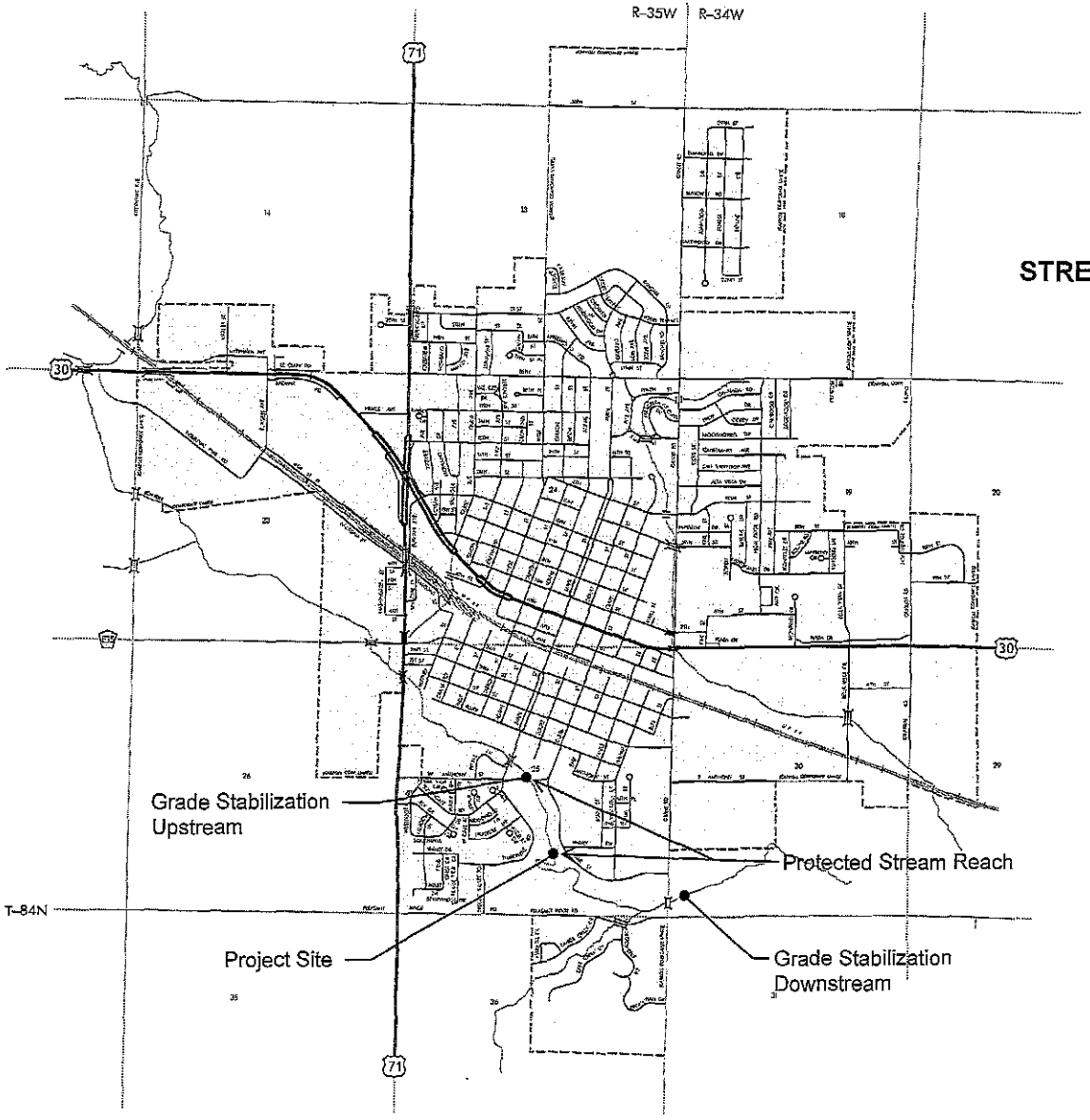
Hungry Canyons Alliance
P.O. Box 189
712 S. Hwy. 6 & 59
Oakland, Iowa 51560

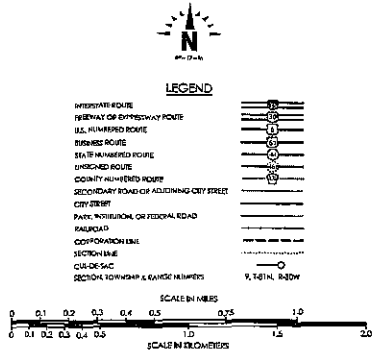
For questions, call: 712-482-3029
Fax: 712-482-5590
E-mail: john@goldenhillsrcd.org
Web Page: http://www.goldenhillsrcd.org/hungry-canyons-alliance.html Revised 1/18

All Hungry Canyons programs and services are offered on a non-discriminatory basis without regards to race, color, national origin, religion, age, marital status, or handicap.

MIDDLE RACCOON RIVER STREAMBED STABILIZATION

HUNGRY CANYONS ALLIANCE STREAM STABILIZATION COST SHARE PROGRAM





HIGHWAY AND STREET MAP OF

CARROLL
IOWA

PREPARED BY
IOWA DEPARTMENT OF TRANSPORTATION
PLANNING, PROGRAMMING, AND MODAL DIVISION
OFFICE OF SYSTEMS PLANNING
PHONE (515) 239-1664
IN COOPERATION WITH
UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

14-1125

ATTACHMENT D
ADMINISTRATIVE PROCEDURES

Hungry Canyons Alliance Cost Share
Streambed Stabilization Structures

Hungry Canyons Cost Share projects may be funded from two sources: State funds are administered by the Hungry Canyons Alliance (HCA) and Federal funds are administered by the HCA through a Cooperative Agreement with the Natural Resources Conservation Service (NRCS). The source of funds for your project is on the top right corner of your Project Agreement. The funding source determines the procedures you must follow and the forms you must complete.

Step 1: **YOU RECEIVE YOUR PROJECT AGREEMENT(S)**

You must: 1) Get the signature of the Chair of the County Board of Supervisors. 2) Send all signed copies back to the HCA office.

Step 2: **A FULLY SIGNED PROJECT AGREEMENT IS RETURNED TO YOU**

You must: 1) Keep this Project Agreement in your files and refer to your project number (upper right hand corner of the Agreement) in any correspondence with the HCA.

Step 3: **PLANNING AND DESIGN STAGE**

You must: 1) Make arrangements for engineering services. 2) Have any construction plans and specifications reviewed and approved (signed) by a State of Iowa Registered Professional Engineer. 3) Receive any necessary construction permits.

Step 4: **LETTING, CONTRACT AWARD AND BEGINNING CONSTRUCTION DATES.**

You must: 1) Notify the HCA of letting, contract award and beginning construction dates. *Note: Public bidding is required only if the estimated cost of the project exceeds $87,000. (See Code of Iowa Chapter 309.40, Chapter 331.341, and Chapter 384.95.)* 2) Proceed with construction. Contracting rules and regulations, which apply to the project under Iowa law, must be followed.

Step 5: **THINGS HAVE CHANGED AND I NEED TO AMEND THE PROJECT AGREEMENT**

What if you will not be able to complete your project on time? What if you want to significantly change the plan? Or the project is going to cost more than originally planned? An Amendment to your Project Agreement is required.

You must: 1) Write a letter to HCA requesting an amendment and give the reasons why. 2) If approved, you will receive copies of the Amendment. Get the signature of the Chair of your County Board of Supervisors. 3) Send all signed copies back to the HCA office.

Step 7: I'M DONE WITH MY PROJECT. HOW DO I GET MY MONEY?

You must: 1) Hold a final inspection meeting with the County Engineer, the HCA Project Director and the NRCS Technical Representative. Based on inspection, the project is certified as completed in accordance with plans and specifications. 2) Get the signatures of the above on the Final Inspection and Project Completion form. (The HCA Project Director will provide copies of this form at the inspection meeting.) 3) Complete a Request for Reimbursement form. 4) Send to HCA all of the following: signed final or "as built" project design plans, notification of bid letting, contract award, signed contract, copies of final estimates, copies of warrants issued to the contractor, a spreadsheet showing county labor and materials if using as match, and a brief written report (inspectors report or contractors log) on construction only if significant problems or issues are addressed.

(If your project is funded by state funds, you should receive your reimbursement in 2-3 weeks. If you are funded by federal funds, your reimbursement is requested from the state NRCS office in Des Moines and will probably take 4 weeks to receive.)

NRCS TECHNICAL ADVISORS - 2018

Adair, Adams, Audubon, Cass, Fremont, Guthrie, Harrison, Mills, Montgomery, Page, Pottawattamie, Shelby and Taylor Counties:
Brian Holmes
Red Oak NRCS Field Office
2505 N. Broadway
Red Oak, IA 51566-1078
(712) 623-9680
(712) 623-4318 fax

Carroll, Crawford, Ida, Monona, Plymouth, and Woodbury Counties:
Brian Meyers
Area 1 Office
3539 Southern Hills Dr., Ste.3
Sioux City, IA 51106-4707
(712) 276-4648
(712) 276-3272 fax