

# City of West Branch

~A Heritage for Success~

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110 N. Poplar Street • PO Box 218 • West Branch, Iowa 52358  
(319) 643-5888 • Fax (319) 643-2305 • www.westbranchiowa.org • city@westbranchiowa.org

**CITY COUNCIL MEETING AGENDA**  
**Monday, November 30, 2015 • 5:30 p.m.**  
**City Council Chambers, 110 North Poplar Street**  
*Action may be taken on any agenda item.*

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda/Consent Agenda/Move to action.
  - a. Approve minutes from the November 16, 2015 City Council Meeting.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
  - a. Third Reading of Ordinance 735, amending the *Standards for Signage Design and Display* found in the Appendix to the Code of Ordinances of the City of West Branch, IA./Move to action.
  - b. Resolution 1400, hiring Gordon Edgar as the finance officer/treasurer/deputy city clerk for the City of West Branch, Iowa and setting the salary for the position for fiscal year 2015-2016./Move to action.
  - c. Resolution 1401, approving snow removal services on Parkside Drive, Second Street and Cedar Street for the United States Department of the Interior, National Park Service, Herbert Hoover National Historic Site./Move to action.
  - d. Resolution 1402, authorizing internal advances to tax increment revenue fund./Move to action.
  - e. Resolution 1403, approving the submission of the City of West Branch FY 2015 Annual Urban Renewal Report./Move to Action.
  - f. Resolution 1404, obligating funds from the urban renewal tax revenue fund for the payment of annual appropriation tax increment financed obligations in fiscal year 2017./Move to action.
  - g. Superintendent Pete Swisher, Herbert Hoover National Historic Site, Gregory M. Nalley, Associate Director, U.S. Geological Survey (USGS) Iowa Water Science Center, Jon Nania, Supervisory Hydrologist, USGS Iowa Water Science Center, and Daniel Christiansen, Supervisor of the Hydraulic Analysis & Modeling Unit, USGS Iowa Water Science Center – Herbert Hoover National Historic Site Flood Mitigation, Stabilization, and Restoration of Hoover Creek
  - h. Resolution 1405, approving a joint funding agreement between the City of West Branch and the United States Geological Survey (USGS) Iowa Water Science Center for water resources investigations./Move to action.
8. City Staff Reports
  - a. City Administrator Matt Muckler – Outlot A, Pedersen Valley, Part Two
  - b. City Engineer Dave Schechinger – Update on Casey’s Project
  - c. City Administrator Matt Muckler – West Branch Park Improvement Project
9. Comments from Mayor and Council Members
10. Adjournment

*(The following is a synopsis of the minutes of the West Branch City Council meeting. The full text of the minutes is available for inspection at the City Clerk's office. The minutes are not approved until the next regularly scheduled City Council meeting.)*

**West Branch, Iowa  
Council Chambers**

**City Council Meeting**

**November 16, 2015  
7:00 p.m.**

Mayor Laughlin opened the West Branch City Council meeting at 5:30 p.m. by welcoming the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Leslie Brick, Police Chief Mike Horihan, Library Director Nick Shimmin, Public Works Director Matt Goodale, Parks & Recreation Director Melissa Russell. Council members: Jordan Ellyson, Colton Miller, Mary Beth Stevenson and Tim Shields. Absent: Brian Pierce.

**APPROVE AGENDA/CONSENT AGENDA**

Approve minutes from the November 2, 2015 City Council Meeting.

Approve claims.

Motion by Ellyson, second by Miller to approve agenda/consent agenda. AYES: Ellyson, Miller, Shields, Stevenson. Absent: Pierce. Motion carried.

AERO RENTAL INC	RENTAL	304.00
ALLIANT ENERGY	SERVICES	10,222.66
AMAZON	CHARGES	715.90
BAKER & TAYLOR INC.	BOOKS	348.92
BANKERS TRUST COMPANY	2013 GO BOND INTEREST & FEES	20,345.00
BARRON MOTOR SUPPLY	SUPPLIES/PARTS	428.02
BEAN & BEAN	SERVICES	2,200.00
BRICK, LESLIE	TRAVEL/CONF REIMB	157.13
BUSINESS RADIO SALES	CHARGERS & BATTERIES	197.50
CEDAR COUNTY COOPERATIVE	DIESEL	490.50
CEDAR COUNTY PUBLIC HEALTH	FLU SHOTS	250.00
COMMUNITY STATE BANK	LOAN PAYOFF	51,610.23
COSTCO WHOLESALE	SUPPLIES	63.35
CULLIGAN WATER TECHNOLOGIES	SERVICE	34.70
DAN'S OVERHEAD DOORS & MORE	SERVICE	639.51
DEWEYS JACK & JILL	MISC CHARGES	352.74
ECONO SIGNS LLC	SIGNS	857.56
FASTENAL	PARTS	90.88
GATEWAY HOTEL & CONFERENCE	LODGING	226.24
HANNA, JOHN	TRAINING REIMB - LEIN CONF	301.04
HANSEN ASPHALT	SERVICES	1,600.00
HARRY'S CUSTOM TROPHIES LT	SERVICES	55.28
HOLIDAY INN DES MOINES AIR	CONFERENCE LODGING	190.40
HORIHAN, MIKE	REIMB SUPPLIES	28.00
IOWA ONE CALL	NOTIFICATIONS	63.90
IOWA PRISON INDUSTRIES	DECALS	55.00
JOHNSON COUNTY AMBULANCE S	MEDICAL SUPPLIES	35.00
JOHNSON COUNTY REFUSE INC.	GARBAGE STICKERS	625.00
KEVIN D OLSON	ATTORNEY SERVICES	1,500.00
KUSICK, MIKE	REIMB TRAINING TRAVEL	27.00

LINN COUNTY R.E.C.	SERVICES	135.93
LYNCH'S EXCAVATING INC	SERVICES	47,764.00
LYNCH'S PLUMBING INC	SERVICES	87.80
MIDWEST JANITORIAL SERVICE	SERVICES	656.26
MIDWEST WIRELESS LLC	CCTV SYSTEM	1,276.21
MISCELLANEOUS VENDOR	UTILITY DEPOSIT REFUNDS	136.91
MUNICIPAL SUPPLY INC.	PARTS	1,600.42
PITNEY BOWES PURCHASE POWER	POSTAGE	46.00
PSC DISTRIBUTION	PARTS	13.42
PYRAMID SERVICES INC.	PARTS	72.87
QUILL CORP	SUPPLIES	75.20
RANDY'S CARPETS	INSTALL SERVICE	139.00
RICKERTSEN, LISA	SERVICES	2,512.50
RIVER PRODUCTS COMPANY INC	ROADSTONE	318.73
S & S FLATWORK LLC	SERVICES	1,375.00
SENSUS USA	ANNUAL SUPPORT	1,838.00
SHANELLE M PEDEN	SERVICES	75.00
SHIMMIN, NICK	REIMB PARTS	6.61
SPEER FINANCIAL INC	SERVICES	6,049.75
STANARD & ASSOCIATES INC	SERVICES	81.00
STATE HYGIENIC LAB	TESTINGS	130.50
THE NORTHWAY CORPORATION	WELL #4 REPAIRS	12,316.50
UPS	POSTAGE FEES	108.43
US BANK EQUIPMENT FINANCE	COPIER CONTRACT	265.98
USA TODAY	SUBSCRIPTION	292.08
VEENSTRA & KIMM INC.	SERVICES	357.10
WALMART COMMUNITY/GEMB	CC CHARGES	311.10
WEST BRANCH ANIMAL CLINIC	SERVICES/BOARDING	80.00
WEST BRANCH REPAIRS	REPAIRS	1,044.06
WEST BRANCH TIMES	PUBLICATIONS	1,310.13
WTS MEDIA	SUPPLIES	28.95
<b>TOTAL</b>		<b>174,520.90</b>
<b>PAYROLL</b>	<b>11/6/2015</b>	<b>30,565.40</b>
<b>PAID BETWEEN MEETINGS</b>		
TREASURER, STATE OF IOWA	SALES TAX PYMT	2,970.00
WELLMARK - BLUE CROSS/BLUE SHEILD	PREMIUMS	8,205.02
DEARBORN LIFE INSURANCE	PREMIUMS	37.80
<b>TOTAL</b>		<b>11,212.82</b>
<b>GRAND TOTAL EXPENDITURES</b>		<b>216,299.12</b>
<b>FUND TOTALS</b>		
001 GENERAL FUND		30,522.77
022 CIVIC CENTER		805.65
031 LIBRARY		8,767.11

110 ROAD USE TAX	3,439.55
112 TRUST AND AGENCY	9,029.76
226 DEBT SERVICE	71,955.23
305 MAIN ST CROSSINGS PROJ	4,200.00
307 MAIN ST INTERSECTION IMP	1,849.75
600 WATER FUND	28,771.25
610 SEWER FUND	7,236.95
740 STORM WATER UTILITY	49,721.10
<b>TOTAL</b>	<b>216,299.12</b>

<b>JULY REVENUE FUND TOTALS</b>	54,923.12
001 GENERAL FUND	175.26
022 CIVIC CENTER	643.65
031 LIBRARY	339.62
110 ROAD USE TAX	23,875.68
112 TRUST & AGENCY	593.65
119 EMERGENCY TAX FUND	130.46
121 LOCAL OPTION SALES TAX	26,653.12
226 DEBT SERVICE	754.82
302 PARKSIDE DR IMPR PROJECT	1,250.00
500 CEMETERY PERPETUAL FUND	120.08
501 KROUTH PRINCIPAL FUND	14.30
502 KROUTH INTEREST FUND	2.28
600 WATER FUND	38,625.06
610 SEWER FUND	25,434.70
740 STORM WATER UTILITY	2,908.58
<b>TOTAL</b>	<b>176,444.38</b>

**COMMUNICATIONS/OPEN FORUM**

None.

**PUBLIC HEARING/NON-CONSENT AGENDA**

Mayor Roger Laughlin – Recognition of Mackenzie Krob for her service to the City of West Branch and Main Street West Branch.

Mayor Laughlin thanked Mackenzie Krob for her four years of service as Executive Director of Main Street West Branch and presented her with a plaque of appreciation. Krob presented a copy of the first version of the Christmas Past brochure and said a few edits would be added. Krob also wanted to let the Council know that there will not be Christmas Trees on display at the Hoover Library this year. She noted that another change was that the Silent Auction will be held at Little Lights this year. Krob encouraged everyone to attend the celebration.

Mayor Roger Laughlin- Oath of Office, Police Officer Derek Holmes

Mayor Laughlin administered the oath of office to new West Branch Police Officer Derek Holmes.

Motion to adjourn to closed session to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where the disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation pursuant to Section 21.5© of the Code of Iowa.

Motion by Shields, second by Stevenson to adjourn to closed session. AYES: Shields, Stevenson, Miller, Ellyson. NAYS: None. Absent: Pierce. Motion Carried. Council entered closed session at 7:09 p.m.

Motion by Shields to adjourn from the closed session at 7:17 p.m. and second by Stevenson. AYES: Shields, Stevenson, Ellyson, Miller. NAYS: None. Absent: Pierce. Motion carried. Regular session resumed at 7:18 p.m.

Second Reading of Ordinance 735, amending the Standards for Signage Design and Display found in the Appendix to the Code of Ordinances of the City of West Branch, Iowa. /Move to action.

Motion by Shields, second by Ellyson to approve Ordinance 727. AYES: Shields, Ellyson, Miller, Stevenson. Absent: Pierce. Motion carried.

Maggie Burger, Speer Financial, Inc. – Annual TIF Report.

Burger presented the City Council with the City's annual TIF Report. Burger noted that the City will enjoy a savings on a water revenue bond after the interest rate for the bond is reduced to 1.75%. The only project that is currently being paid on is Water Tower #2. There are also two interfund loans detailed in the report. Burger stated that the City is well-positioned in terms of debt capacity. In comparison to similar-sized cities to West Branch that Speer works with, West Branch has a higher debt capacity than other cities, which will allow the City to take on future CIP and other projects if the Council chooses to do so. The City has been aggressively paying off debt sooner than required and has tax abatements that will be eliminated entirely by fiscal year 2019-2020. After FY20, the City will then realize the entire value (minus the rollback) of those properties. There are approximately \$1,400,000 million dollars of unclaimed TIF dollars which roll back into the budgets of the other taxing districts. Burger stated that the City is utilizing TIF exactly the way that TIF was intended to be used and is not abusing TIF in any way, using only about \$37,000 out of approximately \$1,400,000 available.

Resolution 1386, approving the submission of the City of West Branch 2014-2015 Annual Financial Report to the State Auditor's Office./Move to action.

Motion by Ellyson, second by Stevenson to approve Resolution 1386. AYES: Ellyson, Stevenson, Shields, Miller. Absent: Pierce. Motion carried.

Resolution 1397, considering the issue of whether Acciona Windpower North America, LLC should be rebated a portion of tax increment revenues./Move to action.

City Attorney Kevin Olson explained that per the recent judgment, the Council was directed by the court to annually consider rebating a portion of tax increment revenues to Acciona.

Motion by Stevenson, second by Shields to approve Resolution 1397. AYES: Stevenson, Shields, Miller, Ellyson. Absent: Pierce. Motion carried.

Resolution 1398, authorizing the transfer of funds./Move to action.

Motion by Ellyson, second by Shields to approve Resolution 1398. AYES: Ellyson, Shields, Miller, Stevenson. Absent: Pierce. Motion carried.

Resolution 1399, providing for a reduction in the interest rate for water revenue bond./Move to action.

Motion by Shields, second by Stevenson to approve Resolution 1399. AYES: Shields, Stevenson, Miller, Ellyson, Miller. Absent: Pierce. Motion carried.

Ashley Shiwarski, Business Development Inside Sales Manager, Utility Service Partners- Line Warranty Program.

Shiwarski presented the specifics of Line Warranty Program to the City Council. This program is voluntary and allows residents to purchase insurance for their water and sewer service lines. The Council asked staff to bring back a marketing license agreement at a future meeting for Council consideration.

**CITY STAFF REPORTS**

City Administrator Matt Muckler- Outlot A, Pedersen Valley, Part Two

Muckler discussed communications that he had with Oak Helm Partners on an outlot at the northeast corner of Scott Drive and W. Orange Street adjacent to Crestview Nursing & Rehab Center. Schechinger stated that the outlot currently serves as a stormwater detention facility and is needed to drain a large area east of Scott Drive and north of W. Orange Street. Schechinger stated that the City could install a stormwater BMP in this area if the property was owned by the City. The City Council expressed concern about the cost of future maintenance. Council also asked Muckler to continue discussions with Oak Helm Partners.

Library/IT Director Nick Shimmin- Security Cameras at Library and City Office

Shimmin updated the Council on cameras that were installed at the West Branch Public Library and described a quote that was received for a similar system for the City Offices. Council expressed support for the purchase but asked Shimmin to receive at least one more additional bid before a purchase is made.

**COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Mayor Laughlin – Interstate Advertising & Special Council Meeting

Laughlin found a barn north of Durant that would serve well for a highway billboard for West Branch and talked to the owner. He is interested in the rules that this project would be subject to by IDOT. Olson stated that he would look into this. Laughlin also announced that a special council meeting would be held on November 30<sup>th</sup> at 5:30 p.m.

Mayor Laughlin recognized City Engineer Dave Schechinger for Report on Tidewater Drive

Schechinger provided the City Council with an update on the Public Improvements for S. Downey Street and Tidewater Drive, which includes the pending closure of Tidewater Drive. A detour is being constructed to allow traffic through during the reconstruction of Tidewater Drive between S. Downey Street and Division Street.

**ADJOURNMENT**

Motion to adjourn meeting by Shields, second by Ellyson. Motion carried on a voice vote. City Council meeting adjourned at 8:38 p.m.

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Roger Laughlin, Mayor

ATTEST: \_\_\_\_\_  
Leslie Brick, Deputy City Clerk

CITY OF WEST BRANCH  
COUNCIL ACTION REPORT

MEETING DATE: November 30, 2015 AGENDA ITEM: 7a

DATE PREPARED: November 23, 2015

STAFF LIAISON: Matt Muckler, City Administrator

**ACTION TITLE:**

Third Reading of Ordinance 735, amending the *Standards for Signage Design and Display* found in the Appendix to the Code of Ordinances of the City of West Branch, Iowa./Move to action.

**RECOMMENDATIONS:**

Approve Ordinance 735.

**PROJECT DESCRIPTION:**

Prior to July of 2015, only applied signs were permitted in the Heritage Square area, including South Downey Street and the intersections of South Downey with Wetherell Street and Main Street. The West Branch Preservation Committee was approached in the spring of 2015 with a request for a projecting sign on the east side of Heritage Square for Heritage Merchants and Events. In order to accommodate that sign, the City Council approved Ordinance 732.

The City has now been approached with a request for a projecting sign on the west side of Heritage Square. Mr. Mike Jones has applied for a sign to his business, The Downunder, which will operate as a brew pub in the basement of the Hoover House. In order for the sign to be considered by the Zoning Administrator and the West Branch Preservation Commission, the Code would need to be amended to allow for projecting signs on the west side of the Heritage Square area. Ordinance 735 would make this allowance.

**ATTACHMENTS:**

Excerpt from Appendix, prior to passage of Ordinance 732 (1 page)

Ordinance 732 (1 page)

Ordinance 735 (1 page)

Proposed Bracket and Sign (2 pages)

- a. One change-panel sign shall be allowed per establishment. The sign shall consist of no more than three (3) panels.
- b. The maximum size of each panel shall be nine (9) square feet.

#### **NUMBER AND LOCATION OF PRINCIPAL SIGNS.**

Each building shall have only one primary building facade, normally an exposed wall fronting on a public right-of-way or parking lot.

A business shall erect no more than two signs, each of which must be of a different permissible type, on or in front of its primary building facade. A business with additional exposed walls on a public right-of-way or a parking lot shall erect no more than one sign, which must be an applied sign, on each of its additional exposed walls.

If more than one business occupies a single store front, there shall be no more than one sign per business. The total of all applied signs together shall not exceed twenty-five (25) square feet for buildings with less than seventy-five (75) feet of frontage or fifty (50) square feet for buildings with seventy-five (75) feet or more of frontage.

A business occupying a floor above the ground floor shall use only an applied window sign or, if it has a separate entrance at the ground floor, an applied sign or a projecting sign at its ground floor door. Such signs must meet all other requirements of these standards.

Only applied signs shall be permitted in the Heritage Square area, including South Downey Street and the intersections of South Downey with Wetherell Street and Main Street.

### **III. SECONDARY SIGNS - MENUS, SPECIALS, HOURS, ETC.**

**MOVABLE FREE-STANDING SIGNS AND SANDWICH BOARDS.** Applications for movable free-standing signs shall be made to the West Branch Preservation Commission. No more than one such sign shall be permitted per building. Such a sign shall not exceed six (6) square feet in area and shall be placed so that it does not interfere with pedestrian or vehicular traffic. Movable signs shall be displayed only during daylight hours and must be stabilized by a safe means of anchoring or weighting.

**INCIDENTAL INFORMATION SIGNS.** Signs providing additional and incidental information about a business (such as business hours, whether the business is open or closed, which credit cards are accepted, or listings of menus, specials, and similar information) shall not exceed twelve (12) square feet in total and shall not be any of the types of signs prohibited in Section six (VI),

ORDINANCE NO. 732

AN ORDINANCE AMENDING THE STANDARDS FOR SIGNAGE DESIGN AND DISPLAY FOUND IN THE APPENDIX TO THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA.

1. BE IT ENACTED by the City Council of West Branch, Iowa, that the Appendix of the Code of Ordinances of the City of West Branch, Iowa is hereby amended by deleting the last sentence in Section II of the *Standards for Signage Design and Display* in its entirety and inserting in lieu thereof:

**Only the following signs shall be permitted in the Heritage Square area, including South Downey Street and the intersections of South Downey with Wetherell Street and Main Street:**

**a. Applied signs.**

**b. Projecting signs on the east side of the Heritage Square area.**

2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
4. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 20th day of July, 2015.

First Reading: June 1, 2015  
Second Reading: June 29, 2015  
Third Reading: July 20, 2015

  
\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

Attest:

  
\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 735

AN ORDINANCE AMENDING THE STANDARDS FOR SIGNAGE DESIGN AND DISPLAY FOUND IN THE APPENDIX TO THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA.

1. BE IT ENACTED by the City Council of West Branch, Iowa, that the Appendix of the Code of Ordinances of the City of West Branch, Iowa is hereby amended by inserting the following language in the last sentence in Section II of the *Standards for Signage Design and Display*:

**Only the following signs shall be permitted in the Heritage Square area, including South Downey Street and the intersections of South Downey with Wetherell Street and Main Street:**

**a. Applied signs.**

**b. Projecting signs on the east **and west** sides of the Heritage Square area.**

2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
4. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 30th day of November, 2015.

First Reading:	November 2, 2015
Second Reading:	November 16, 2015
Third Reading:	November 30, 2015

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Roger Laughlin, Mayor Pro Tem

Attest:

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Matt Muckler, City Administrator/Clerk



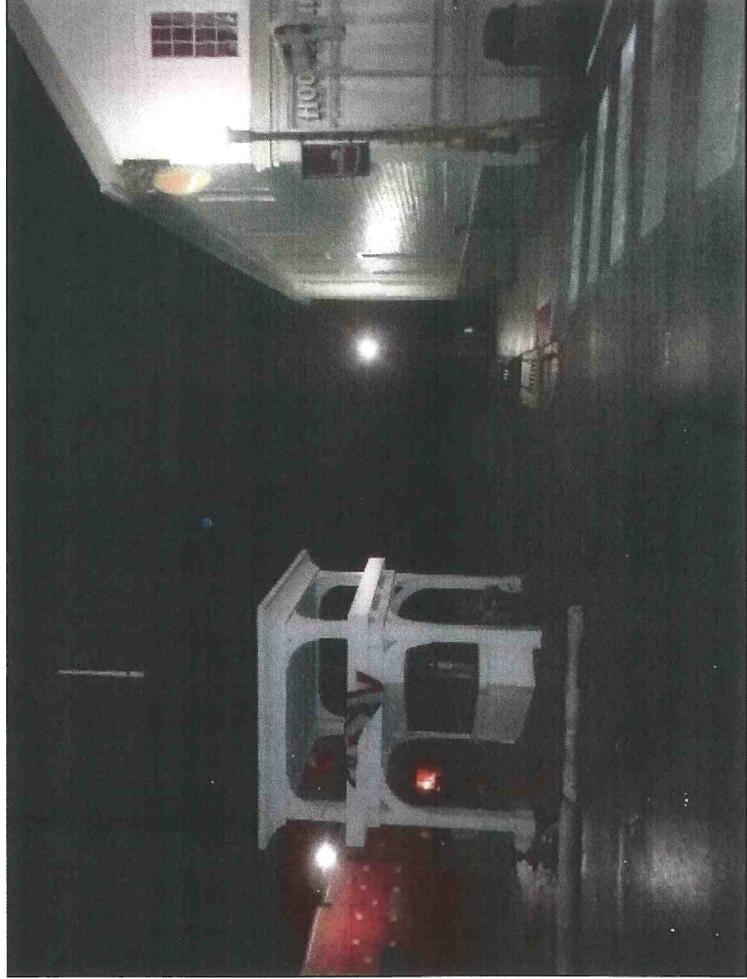
<http://ep.yimg.com/ay/hooksandlattice/53-classic-lighted-sign-bracket-kit-30.jpg>

10/12/2015

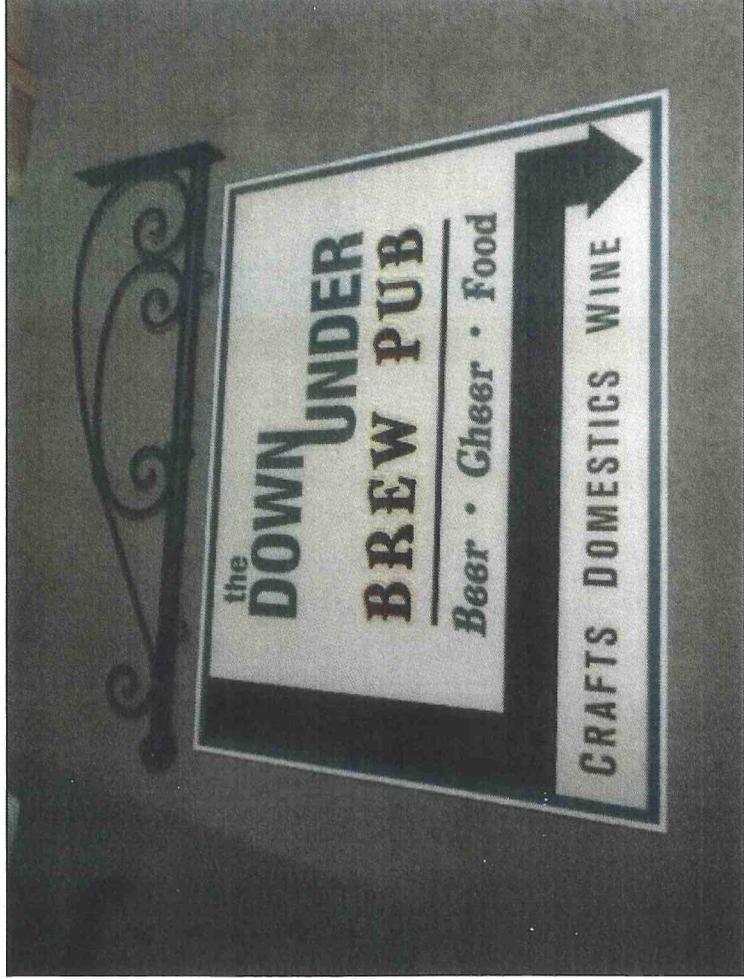
### Photograph Addendum

Borrower/Client	
Property Address	102 W Main St
City	
County	
State	
Zip Code	
Lender	Mike Jones

102 W Main DownUnder



Sign



3' x 4'

Form LPC4X6 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

**RESOLUTION 1400**

A RESOLUTION HIRING GORDON EDGAR AS THE FINANCE OFFICER/TREASURER/DEPUTY CITY CLERK FOR THE CITY OF WEST BRANCH, IOWA, AND SETTING THE SALARY FOR THE POSITION FOR FISCAL YEAR 2015-2016.

WHEREAS, the City of West Branch is interested in hiring Gordon Edgar as the finance officer/treasurer/deputy city clerk.

BE IT RESOLVED by the Council of the City of West Branch, Iowa:

Section 1. That the City of West Branch, Iowa will hire Gordon Edgar as the finance officer/treasurer/deputy city clerk.

Section 2. The following person and position named shall be paid the hourly wage indicated and the City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the Council:

Position	Name	Wage	Basic Hours
Finance Officer/Treasurer/Deputy City Clerk	Gordon Edgar	\$22.00/hour	40/week

SECTION 3. The above named employee is subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 4. The Mayor and City Clerk are directed to execute said agreement on behalf of the City.

SECTION 5. This resolution will be effective upon final passage of the City Council.

Passed and Approved this 30th day of November, 2015.

\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

CITY OF WEST BRANCH  
COUNCIL ACTION REPORT

MEETING DATE: November 30, 2015 AGENDA ITEM: 7c

DATE PREPARED: November 23, 2015

STAFF LIAISON: Matt Muckler, City Administrator

**ACTION TITLE:**

Resolution 1401, approving snow removal services on Parkside Drive, Second Street and Cedar Street for the United States Department of the Interior, National Park Service, Herbert Hoover National Historic Site./Move to action.

**RECOMMENDATIONS:**

Approve Resolution 1401.

**PROJECT DESCRIPTION:**

The City of West Branch has found it mutually beneficial to both the City and the National Park Service to provide snow removal services on Parkside Drive, Second Street and Cedar Street in exchange for compensation. Resolution 1401 would have the City provide these services in exchange for a one-time payment of \$6,000.00 by June 1, 2016.

**ATTACHMENTS:**

Resolution 1401 (1 page)  
Request for Quotation, Solicitation (31 pages)  
Scope of Work (2 pages)  
Wage Determination (10 pages)

RESOLUTION NO. 1401

RESOLUTION APPROVING SNOW REMOVAL SERVICES ON PARKSIDE DRIVE, SECOND STREET AND CEDAR STREET FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE, HERBERT HOOVER NATIONAL HISTORIC SITE.

WHEREAS, it is in the best interest of the City of West Branch and the United States Department of the Interior, National Park Service, Herbert Hoover National Historic Site (NPS) to coordinate snow removal; and

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to provide for snow removal services on Parkside Drive, Second Street and Cedar Street during winter weather; and

WHEREAS, the City of West Branch would provide snow removal services to NPS from November 30, 2015 until June 1, 2016; and

WHEREAS, NPS will pay the City of West Branch \$6,000.00 by June 1, 2016 for the provision of snow removal services.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the provision of the aforementioned snow removal services are hereby approved. Further, the Mayor is directed to execute the services on behalf of the City.

Passed and approved this 30th day of November, 2015.

\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

<b>REQUEST FOR QUOTATION</b> (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE 1 OF 31 PAGES
1. REQUEST NO. P16PS00075	2. DATE ISSUED 11/03/2015	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY NPS, MWR - MWRO MABO 601 Riverfront Drive Omaha NE 68102			6. DELIVERY BY (Date) 06/01/2016	
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME JAMES BISSAILLON			9. DESTINATION	
AREA CODE 402			a. NAME OF CONSIGNEE NPS, MWR, Herbert Hoover NHS	
TELEPHONE NUMBER 661-1690			b. STREET ADDRESS 110 Parkside Drive P.O. Box 607	
8. TO:			c. CITY West Branch	
a. NAME			d. STATE IA	
b. COMPANY			e. ZIP CODE 52358	
c. STREET ADDRESS			f. ZIP CODE 52358	
d. CITY			e. STATE IA	
e. STATE			f. ZIP CODE 52358	
f. ZIP CODE			d. STATE IA	
e. STATE IA			e. ZIP CODE 52358	
f. ZIP CODE 52358			d. STATE IA	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 11/17/2015 1600 CT			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.	

## 11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
00010	HEHO FY16 SNOW REMOVAL Period of Performance: 11/30/2015 to 06/01/2016  Snow Removal in accordance with the Scope of Work and Wage Determination No 2005-2203 Rev 18  Delivery: 06/01/2016	1	job	\$6,000.00	\$6,000.00

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER City of West Branch, Iowa			16. SIGNER a. NAME (Type or print) Roger Laughlin		b. TELEPHONE 319	
b. STREET ADDRESS 110 N. Poplar Street					AREA CODE	
c. COUNTY Cedar			c. TITLE (Type or print) Mayor		NUMBER 643-5888	
d. CITY West Branch			e. STATE IA		f. ZIP CODE 52358	

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**ADDENDUM TO FAR 52.212-4  
CONTRACT TERMS AND CONDITIONS- OCT 2003 COMMERCIAL ITEMS**

Reference FAR 52.212-4, Paragraph (c) is hereby tailored as follows:

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties with the exception of administrative changes such as paying office, appropriation data, etc., which may be changed unilaterally by the Government.

(End of addendum)

**52.203-98 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (FEB 2015)**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

**52.203-99 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (FEB 2015)**

(a) The contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such fraud, waste, or abuse to a

designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibition and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

### 52.212-3 Offeror Representations and Certifications -- Commercial Items (Nov 2015)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

**(b)**

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs N/A. [Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It  is,  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns

participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It  has,  has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no 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 on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

---

*[List as necessary]*

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

*[List as necessary]*

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

*[List as necessary]*

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The offeror represents that—

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

Yes or  No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: \_\_\_\_\_

Highest level owner legal name: \_\_\_\_\_

(Do not use a "doing business as" name)

(End of Provision)

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (JAN 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117,

section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG, 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) (Reserved)

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637 (d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

(ii) Alternate I (JUN 2003) of 52.219-23.

(22) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(23) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(25) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

(26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

(27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).

(28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

(30) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(31) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(33) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

(35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42

U.S.C. 8259b).

(39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(41) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(42)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

(43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(50) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (JUL 2013) (31 U.S.C. 3332).

(51) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(52) 52.232-36, Payment by Third Party (JUL 2013) (31 U.S.C. 3332).

(53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.222-41, Service Contract Act of 1965 "(NOV 2007)" (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements "(NOV 2007)" (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 "(NOV 2007)" (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements "(NOV 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

**52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)**

(a) *Definitions.* As used in this clause-

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it  is,  is not a small business concern under NAICS Code 488490 Other Support Activities for Road Transportation assigned to contract number P16PS00075. *(Contractor to sign and date and insert authorized signer's name and title).*

#### **52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)**

The offeror represents that-

(a) It  has,  has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It  has,  has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### **52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of Provision)

**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of Clause)

**AUTHORITIES AND DELEGATIONS (SEPT 2011)**

Authorities and Delegations (SEP 2011)

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
  - (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
  - (2) Waive or agree to modification of the delivery schedule;
  - (3) Make any final decision on any contract matter subject to the Disputes Clause;
  - (4) Terminate, for any reason, the Contractor's right to proceed;
  - (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of Clause)

**DOI TEXT MESSAGING Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving (October 2009)**

Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving (October 2009)

Executive Order 13513 , Federal Leadership On Reducing Text Messaging While Driving , was signed by President Barack Obama on October 1, 2009 (Ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately bans text messaging while driving company-owned or rented vehicles, government owned or leased vehicles, or while driving privately owned vehicles while on official government business or when performing any work for or on behalf of the government.

(End of Clause)

**52.232-40 – Providing Accelerated Payments to Small Business Subcontractors. Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

**MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (JANUARY 2015)**

(a) Definitions. As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

- (2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).
- (3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (b) Executive Order Minimum Wage rate. (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.
- (2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.
- (3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
- (ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.
- (iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provideduplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
- (4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.
- (6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.
- (7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
- (8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

- (9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
- (10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.
- (c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
- (i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;
  - (ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
  - (iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- (2) This clause does not apply to—
- (i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
  - (ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
    - (A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).
    - (B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).
    - (C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).
- (d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
- (e) Payroll Records. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
- (i) Name, address, and social security number;
  - (ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of Clause)

**DOI Local Clause - Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (April 2013)**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: You standard company invoice showing the detail of the charges.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

**Green Language**

To the extent that the services provided by the Contractor require provision of any of these types of products (Green), the Contractor is expected to provide the green type of product unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. Contractor is to specify what green products it can provide. Product must have prior Contracting Officer approval.

**ADDITIONAL INFORMATION**

Legal Holidays

New Year's Day	1 January
Martin Luther King, Jr. Birthday	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans Day	11 November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	25 December

Note: Any of the above holidays falling on a Saturday will be observed on the preceding Friday; any holidays falling on a Sunday will be observed on the following Monday.

Contract Specialist responsible for administering this project:

James Bissaillon  
Midwest Region (MWR) MABO

601 Riverfront Dr  
Omaha, NE 68102  
402-661-1690 (Phone)  
402-661-1691 (Fax)  
[james\\_bissaillon@nps.gov](mailto:james_bissaillon@nps.gov) (email)

**PAYMENTS**

Payment may be made to contractor in one lump sum after final delivery or up to once per month.



# United States Department of the Interior



NATIONAL PARK SERVICE

HERBERT HOOVER NATIONAL HISTORIC SITE

P.O. BOX 607

WEST BRANCH, IOWA 52358-0607

IN REPLY REFER TO:

## SCOPE OF WORK

**REVISION DATE:** October 6, 2015

**PROJECT TITLE:** Herbert Hoover N.H.S. Winter Weather Road Maintenance / Snow Plowing

**LOCATION:** Herbert Hoover National Historic Site, P.O. Box 607, West Branch Iowa 52358-0607

**FOCUS OF WORK:** Complete winter weather roadway maintenance to include snow removal / plowing, sanding, and de-icing of Parkside Drive, Cedar, and Second Streets within Herbert Hoover National Historic Site (HEHO), located in the City of West Branch, Iowa; a total estimate of 3,169 feet of roadway surface including road shoulders.

## ROADWAY MEASUREMENTS:

Road Name:	Length	Width including shoulders
Parkside Drive	1,795 feet	45 feet
Second Street	952 feet	30 feet
Cedar Street	422 feet	24 feet
<b>Total</b>	<b>3169 feet</b>	

## DESCRIPTION OF PROJECT:

The contractor will provide all snow, ice, frost, and other frozen precipitation removal on Parkside Drive, Second Street, and Cedar Streets within Herbert Hoover National Historic Site to provide safe motor vehicle traffic driving during winter weather conditions. The roadway surfaces shall be maintained 24 hours a day, 7 days a week, including Federal Holidays. Please see below for level of service requirements. Communication with the Contracting Officer's Representative (COR) will be paramount during the duration of this project.

When accumulative frozen precipitation events occur, the contractor shall clear frozen precipitation (snow/ice) to the extreme edge / shoulder of the roadway surface as well as use a 5/1 ratio sand / salt mix abrasive to de-ice precipitation that is not cleared to the edge of the roadway.

When non-accumulative precipitation events occur, the contractor shall use a 5/1 (or other approved ratio) sand/salt mix for roadway application, for de-icing frozen precipitation that cannot be cleared from the roadway. Types of non-accumulative precipitation would be freezing rain, heavy frost, or a minor accumulation of snow that cannot be removed by plowing. Special consideration shall be needed for intersections, hills, and curves. Special Consideration areas include the following:

- Intersection: Parkside Drive @ Main Street
- Intersection: Second Street @ Main Street
- Intersection: Parkside Drive @ Cedar Street
- Hill: Parkside Drive Hill South of Cedar Street to park boundary

During the entire contract period the contractor shall be responsible to monitor the condition of all roadways for snow /ice or other adverse conditions and apply a sand / salt abrasive when necessary. Contractor may apply a sand / salt abrasive prior to inclement weather if freezing rain or other non-accumulative precipitation is forecasted to occur.

**RESPONSE TIME, HOURS, AND LEVEL OF SERVICE:**

Winter weather road maintenance service shall be furnished 24 Hours a day, 7 days a week, including all Federal Holidays for the entire contract period. Contractor must respond as winter weather precipitation accumulation indicates.

Roads should be maintained in a safe manner for normal vehicle traffic 24 hours a day, except during weather emergencies when it is understood that service may be temporarily slowed / suspended.

**PRIORITIES:**

Parkside Drive shall be maintained first; Second Street shall be maintained second; and Cedar Street shall be maintained third.

Parkside Drive, Second, and Cedar streets shall be maintained before 6:00 A.M each day when winter precipitation events occur, to allow vehicle traffic to enter and leave the City of West Branch. Roadway surfaces shall normally be maintained (plowed) to remain snow and ice free. During the hours from 5:00 A.M. through 10:00 P.M., the above streets shall be maintained to not allow more than 2 inches of snow accumulation at any time. During the hours from 10:00 P.M. through 5:00 A.M the following day, the above streets shall be maintained to not allow more than 6 inches of snow accumulation.

These priorities are needed to ensure safe access to and from the City of West Branch Iowa.

**CONTACT FOR CONTRACTURAL OR TECHNICAL, SCOPE OF WORK QUESTIONS :**

James Bissaillon  
Contract Specialist  
Phone: (402) 661-1690  
Email: james\_bissaillon@nps.gov

WD 05-2203 (Rev.-18) was first posted on www.wdol.gov on 07/14/2015

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms                      Division of  
Director                              Wage Determinations

Wage Determination No.: 2005-2203  
Revision No.: 18  
Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Iowa

Area: Iowa Counties of Allamakee, Benton, Black Hawk, Bremer, Buchanan, Butler, Cedar, Chickasaw, Clayton, Clinton, Delaware, Dubuque, Fayette, Floyd, Grundy, Howard, Iowa, Jackson, Jefferson, Johnson, Jones, Keokuk, Linn, Mitchell, Tama, Van Buren, Washington, Winneshiek

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.93
01012 - Accounting Clerk II		15.40
01013 - Accounting Clerk III		21.42
01020 - Administrative Assistant		19.38
01040 - Court Reporter		20.39
01051 - Data Entry Operator I		12.49
01052 - Data Entry Operator II		14.56
01060 - Dispatcher, Motor Vehicle		15.38
01070 - Document Preparation Clerk		14.31
01090 - Duplicating Machine Operator		14.31
01111 - General Clerk I		11.63
01112 - General Clerk II		12.68
01113 - General Clerk III		14.24
01120 - Housing Referral Assistant		16.52
01141 - Messenger Courier		11.00
01191 - Order Clerk I		13.30
01192 - Order Clerk II		15.41
01261 - Personnel Assistant (Employment) I		14.60
01262 - Personnel Assistant (Employment) II		16.34
01263 - Personnel Assistant (Employment) III		18.22
01270 - Production Control Clerk		19.25
01280 - Receptionist		11.71
01290 - Rental Clerk		10.87
01300 - Scheduler, Maintenance		13.24
01311 - Secretary I		13.24
01312 - Secretary II		14.81
01313 - Secretary III		16.52

01320	- Service Order Dispatcher	14.62
01410	- Supply Technician	19.38
01420	- Survey Worker	13.11
01531	- Travel Clerk I	13.20
01532	- Travel Clerk II	14.27
01533	- Travel Clerk III	15.44
01611	- Word Processor I	11.67
01612	- Word Processor II	13.10
01613	- Word Processor III	14.65
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.02
05010	- Automotive Electrician	18.51
05040	- Automotive Glass Installer	18.00
05070	- Automotive Worker	18.00
05110	- Mobile Equipment Servicer	16.94
05130	- Motor Equipment Metal Mechanic	19.02
05160	- Motor Equipment Metal Worker	18.00
05190	- Motor Vehicle Mechanic	19.02
05220	- Motor Vehicle Mechanic Helper	16.40
05250	- Motor Vehicle Upholstery Worker	17.45
05280	- Motor Vehicle Wrecker	18.00
05310	- Painter, Automotive	18.51
05340	- Radiator Repair Specialist	18.00
05370	- Tire Repairer	15.19
05400	- Transmission Repair Specialist	19.02
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.88
07041	- Cook I	10.68
07042	- Cook II	11.88
07070	- Dishwasher	8.74
07130	- Food Service Worker	8.96
07210	- Meat Cutter	14.01
07260	- Waiter/Waitress	9.07
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.76
09040	- Furniture Handler	15.32
09080	- Furniture Refinisher	20.24
09090	- Furniture Refinisher Helper	16.46
09110	- Furniture Repairer, Minor	18.49
09130	- Upholsterer	20.24
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.91
11060	- Elevator Operator	10.73
11090	- Gardener	13.23
11122	- Housekeeping Aide	10.73
11150	- Janitor	10.73
11210	- Laborer, Grounds Maintenance	11.79
11240	- Maid or Houseman	9.50
11260	- Pruner	10.95
11270	- Tractor Operator	13.46
11330	- Trail Maintenance Worker	11.79
11360	- Window Cleaner	11.55
12000	- Health Occupations	
12010	- Ambulance Driver	15.48
12011	- Breath Alcohol Technician	15.48
12012	- Certified Occupational Therapist Assistant	19.38
12015	- Certified Physical Therapist Assistant	22.25
12020	- Dental Assistant	17.85
12025	- Dental Hygienist	30.40
12030	- EKG Technician	24.95
12035	- Electroneurodiagnostic Technologist	24.95

12040 - Emergency Medical Technician	15.48
12071 - Licensed Practical Nurse I	14.72
12072 - Licensed Practical Nurse II	16.46
12073 - Licensed Practical Nurse III	18.36
12100 - Medical Assistant	14.34
12130 - Medical Laboratory Technician	16.34
12160 - Medical Record Clerk	14.21
12190 - Medical Record Technician	16.41
12195 - Medical Transcriptionist	14.36
12210 - Nuclear Medicine Technologist	36.18
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.98
12223 - Nursing Assistant III	13.07
12224 - Nursing Assistant IV	14.67
12235 - Optical Dispenser	15.13
12236 - Optical Technician	14.72
12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	14.67
12305 - Radiologic Technologist	24.45
12311 - Registered Nurse I	21.66
12312 - Registered Nurse II	26.51
12313 - Registered Nurse II, Specialist	26.51
12314 - Registered Nurse III	32.08
12315 - Registered Nurse III, Anesthetist	32.08
12316 - Registered Nurse IV	38.42
12317 - Scheduler (Drug and Alcohol Testing)	20.40
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.56
13012 - Exhibits Specialist II	21.43
13013 - Exhibits Specialist III	26.17
13041 - Illustrator I	16.69
13042 - Illustrator II	20.69
13043 - Illustrator III	25.31
13047 - Librarian	22.91
13050 - Library Aide/Clerk	10.65
13054 - Library Information Technology Systems Administrator	20.69
13058 - Library Technician	13.33
13061 - Media Specialist I	14.93
13062 - Media Specialist II	16.69
13063 - Media Specialist III	18.62
13071 - Photographer I	14.72
13072 - Photographer II	17.66
13073 - Photographer III	20.94
13074 - Photographer IV	26.01
13075 - Photographer V	30.93
13110 - Video Teleconference Technician	16.03
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.51
14042 - Computer Operator II	15.11
14043 - Computer Operator III	18.95
14044 - Computer Operator IV	21.08
14045 - Computer Operator V	23.33
14071 - Computer Programmer I	20.67
14072 - Computer Programmer II	25.59
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	27.53
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.51

14160 - Personal Computer Support Technician	21.08
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.53
15020 - Aircrew Training Devices Instructor (Rated)	33.31
15030 - Air Crew Training Devices Instructor (Pilot)	39.12
15050 - Computer Based Training Specialist / Instructor	27.53
15060 - Educational Technologist	26.59
15070 - Flight Instructor (Pilot)	39.12
15080 - Graphic Artist	19.60
15090 - Technical Instructor	18.70
15095 - Technical Instructor/Course Developer	22.98
15110 - Test Proctor	15.09
15120 - Tutor	15.09
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.53
16030 - Counter Attendant	9.53
16040 - Dry Cleaner	12.42
16070 - Finisher, Flatwork, Machine	9.53
16090 - Presser, Hand	9.53
16110 - Presser, Machine, Drycleaning	9.53
16130 - Presser, Machine, Shirts	9.53
16160 - Presser, Machine, Wearing Apparel, Laundry	9.53
16190 - Sewing Machine Operator	13.37
16220 - Tailor	14.31
16250 - Washer, Machine	10.54
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.47
19040 - Tool And Die Maker	22.07
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.86
21030 - Material Coordinator	19.25
21040 - Material Expediter	19.25
21050 - Material Handling Laborer	15.82
21071 - Order Filler	10.93
21080 - Production Line Worker (Food Processing)	15.86
21110 - Shipping Packer	17.16
21130 - Shipping/Receiving Clerk	15.94
21140 - Store Worker I	14.36
21150 - Stock Clerk	17.94
21210 - Tools And Parts Attendant	15.86
21410 - Warehouse Specialist	15.86
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.70
23021 - Aircraft Mechanic I	22.78
23022 - Aircraft Mechanic II	23.70
23023 - Aircraft Mechanic III	24.39
23040 - Aircraft Mechanic Helper	17.66
23050 - Aircraft, Painter	21.89
23060 - Aircraft Servicer	19.85
23080 - Aircraft Worker	20.94
23110 - Appliance Mechanic	21.89
23120 - Bicycle Repairer	15.87
23125 - Cable Splicer	29.41
23130 - Carpenter, Maintenance	20.39
23140 - Carpet Layer	20.94
23160 - Electrician, Maintenance	25.46
23181 - Electronics Technician Maintenance I	23.27
23182 - Electronics Technician Maintenance II	24.15
23183 - Electronics Technician Maintenance III	25.31
23260 - Fabric Worker	19.85
23290 - Fire Alarm System Mechanic	22.78

23310 - Fire Extinguisher Repairer	18.75
23311 - Fuel Distribution System Mechanic	21.24
23312 - Fuel Distribution System Operator	17.57
23370 - General Maintenance Worker	18.15
23380 - Ground Support Equipment Mechanic	22.78
23381 - Ground Support Equipment Servicer	19.85
23382 - Ground Support Equipment Worker	20.94
23391 - Gunsmith I	18.75
23392 - Gunsmith II	20.94
23393 - Gunsmith III	22.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.46
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.68
23430 - Heavy Equipment Mechanic	21.15
23440 - Heavy Equipment Operator	19.95
23460 - Instrument Mechanic	22.78
23465 - Laboratory/Shelter Mechanic	21.89
23470 - Laborer	13.20
23510 - Locksmith	21.89
23530 - Machinery Maintenance Mechanic	24.28
23550 - Machinist, Maintenance	19.63
23580 - Maintenance Trades Helper	16.46
23591 - Metrology Technician I	22.78
23592 - Metrology Technician II	23.57
23593 - Metrology Technician III	24.26
23640 - Millwright	23.19
23710 - Office Appliance Repairer	20.39
23760 - Painter, Maintenance	18.50
23790 - Pipefitter, Maintenance	25.63
23810 - Plumber, Maintenance	21.82
23820 - Pneudraulic Systems Mechanic	22.78
23850 - Rigger	22.78
23870 - Scale Mechanic	20.94
23890 - Sheet-Metal Worker, Maintenance	22.17
23910 - Small Engine Mechanic	19.22
23931 - Telecommunications Mechanic I	23.73
23932 - Telecommunications Mechanic II	24.67
23950 - Telephone Lineman	21.08
23960 - Welder, Combination, Maintenance	20.27
23965 - Well Driller	22.78
23970 - Woodcraft Worker	22.78
23980 - Woodworker	18.75
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.63
24580 - Child Care Center Clerk	12.02
24610 - Chore Aide	11.02
24620 - Family Readiness And Support Services Coordinator	12.50
24630 - Homemaker	15.31
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.78
25040 - Sewage Plant Operator	18.72
25070 - Stationary Engineer	22.78
25190 - Ventilation Equipment Tender	17.66
25210 - Water Treatment Plant Operator	18.72
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.82
27007 - Baggage Inspector	10.95
27008 - Corrections Officer	18.93
27010 - Court Security Officer	19.14

27030	- Detection Dog Handler	14.39
27040	- Detention Officer	18.93
27070	- Firefighter	18.68
27101	- Guard I	10.95
27102	- Guard II	14.39
27131	- Police Officer I	21.40
27132	- Police Officer II	23.77
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	10.45
28042	- Carnival Equipment Repairer	10.82
28043	- Carnival Equipment Worker	9.09
28210	- Gate Attendant/Gate Tender	13.41
28310	- Lifeguard	11.01
28350	- Park Attendant (Aide)	15.00
28510	- Recreation Aide/Health Facility Attendant	10.95
28515	- Recreation Specialist	18.59
28630	- Sports Official	11.95
28690	- Swimming Pool Operator	15.27
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	20.93
29020	- Hatch Tender	20.93
29030	- Line Handler	20.93
29041	- Stevedore I	18.59
29042	- Stevedore II	21.89
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HF0) (see 2)	35.77
30011	- Air Traffic Control Specialist, Station (HF0) (see 2)	24.66
30012	- Air Traffic Control Specialist, Terminal (HF0) (see 2)	27.16
30021	- Archeological Technician I	17.33
30022	- Archeological Technician II	19.39
30023	- Archeological Technician III	24.03
30030	- Cartographic Technician	24.03
30040	- Civil Engineering Technician	22.29
30061	- Drafter/CAD Operator I	17.33
30062	- Drafter/CAD Operator II	21.58
30063	- Drafter/CAD Operator III	22.11
30064	- Drafter/CAD Operator IV	26.60
30081	- Engineering Technician I	15.65
30082	- Engineering Technician II	17.86
30083	- Engineering Technician III	20.62
30084	- Engineering Technician IV	24.34
30085	- Engineering Technician V	29.79
30086	- Engineering Technician VI	36.05
30090	- Environmental Technician	24.03
30210	- Laboratory Technician	25.15
30240	- Mathematical Technician	24.03
30361	- Paralegal/Legal Assistant I	15.73
30362	- Paralegal/Legal Assistant II	19.50
30363	- Paralegal/Legal Assistant III	23.85
30364	- Paralegal/Legal Assistant IV	28.86
30390	- Photo-Optics Technician	24.03
30461	- Technical Writer I	18.08
30462	- Technical Writer II	22.11
30463	- Technical Writer III	26.75
30491	- Unexploded Ordnance (UX0) Technician I	22.74
30492	- Unexploded Ordnance (UX0) Technician II	27.51
30493	- Unexploded Ordnance (UX0) Technician III	32.97
30494	- Unexploded (UX0) Safety Escort	22.74
30495	- Unexploded (UX0) Sweep Personnel	22.74
30620	- Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.63

30621 - Weather Observer, Senior	(see 2)	24.03
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		12.53
31030 - Bus Driver		15.72
31043 - Driver Courier		13.44
31260 - Parking and Lot Attendant		11.13
31290 - Shuttle Bus Driver		14.05
31310 - Taxi Driver		12.42
31361 - Truckdriver, Light		14.05
31362 - Truckdriver, Medium		14.87
31363 - Truckdriver, Heavy		19.87
31364 - Truckdriver, Tractor-Trailer		19.87
99000 - Miscellaneous Occupations		
99030 - Cashier		8.77
99050 - Desk Clerk		9.56
99095 - Embalmer		24.57
99251 - Laboratory Animal Caretaker I		12.85
99252 - Laboratory Animal Caretaker II		13.63
99310 - Mortician		24.57
99410 - Pest Controller		15.59
99510 - Photofinishing Worker		11.95
99710 - Recycling Laborer		15.04
99711 - Recycling Specialist		17.17
99730 - Refuse Collector		13.97
99810 - Sales Clerk		12.45
99820 - School Crossing Guard		13.71
99830 - Survey Party Chief		24.55
99831 - Surveying Aide		12.29
99832 - Surveying Technician		16.84
99840 - Vending Machine Attendant		13.02
99841 - Vending Machine Repairer		14.28
99842 - Vending Machine Repairer Helper		13.02

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because

most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the

authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

RESOLUTION NO. 1403

RESOLUTION APPROVING THE SUBMISSION OF THE CITY OF WEST BRANCH FY  
2015 ANNUAL URBAN RENEWAL REPORT

BE IT RESOLVED by the City Council of the City of West Branch, Cedar County, Iowa, that the fiscal year 2014-2015 Annual Urban Renewal Report be approved and forwarded to the Iowa Department of Management.

Passed and approved this 30<sup>th</sup> day of November, 2015.

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Roger Laughlin, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

**Levy Authority Summary**

Local Government Name: WEST BRANCH  
 Local Government Number: 16G142

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
WEST BRANCH URBAN RENEWAL	16006	6

**TIF Debt Outstanding: 455,068**

TIF Sp. Rev. Fund Cash Balance as of 07-01-2014:	207,611	0	Amount of 07-01-2014 Cash Balance Restricted for LMI
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TIF Revenue:	215
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>215</b>

Rebate Expenditures:	0
Non-Rebate Expenditures:	95,691
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>95,691</b>

TIF Sp. Rev. Fund Cash Balance as of 06-30-2015:	112,135	0	Amount of 06-30-2015 Cash Balance Restricted for LMI
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**Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 247,242**

**Urban Renewal Area Data Collection**

Local Government Name: WEST BRANCH (16G142)  
 Urban Renewal Area: WEST BRANCH URBAN RENEWAL  
 UR Area Number: 16006

UR Area Creation Date: 11/1989

The City Council of West Branch, Iowa believes that the designation of an area of the City as an economic development/urban renewal area will enhance its attractiveness as a potential site for new and expanding businesses.

UR Area Purpose:

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
SPRINGDALE TWP/WEST BRANCH SCH/W BR (ORIG 1988)UR TIF INCREM	16093	16094	0
WEST BRANCH CITY AG/WEST BRANCH SCH/W BR (ORIG 1988) UR TIF INCREM	16103	16104	0
WEST BRANCH CITY AG/WEST BRANCH SCH/W BR (AMEND 1993) UR TIF INCREM	16105	16106	0
WEST BRANCH CITY/WEST BRANCH SCH/W BR (ORIG 1988) UR TIF INCREM	16107	16108	0
WEST BRANCH CITY/WEST BRANCH SCH/W BR (AMEND 1993) UR TIF INCREM	16109	16110	0
WEST BRANCH CITY/WEST BRANCH SCH/W BR UR TIF INCREM	16147	16148	0

**Urban Renewal Area Value by Class - 1/1/2013 for FY 2015**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	228,590	12,598,020	43,210,615	18,284,716	0	-7,408	74,314,533	0	74,314,533
Taxable	99,208	6,853,349	41,050,104	17,370,484	0	-7,408	65,365,737	0	65,365,737
Homestead Credits									46

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2014:** 207,611      0      **Amount of 07-01-2014 Cash Balance Restricted for LMI**

TIF Revenue:	215
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>215</b>

Rebate Expenditures:	0
Non-Rebate Expenditures:	95,691
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>95,691</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2015:** 112,135      0      **Amount of 06-30-2015 Cash Balance Restricted for LMI**

## Projects For WEST BRANCH URBAN RENEWAL

### Water Tower #2

Description:	Water System Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Procter & Gamble

Description:	Tax Abatements
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

### Casey's Marketing Co

Description:	TIF Rebate Agreement
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

### Parkside Drive

Description:	Road Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Acciona

Description:	Legal Fees and Administrative Costs
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

## Debts/Obligations For WEST BRANCH URBAN RENEWAL

### Water Tower #2

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	108,548
Interest:	46,520
Total:	155,068
Annual Appropriation?:	No
Date Incurred:	06/02/2005
FY of Last Payment:	2025

### Casey's Marketing Co

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	05/18/2015
FY of Last Payment:	2027

### Parkside Drive

Debt/Obligation Type:	Internal Loans
Principal:	200,000
Interest:	0
Total:	200,000
Annual Appropriation?:	No
Date Incurred:	05/04/2014
FY of Last Payment:	2016

### Acciona

Debt/Obligation Type:	Internal Loans
Principal:	100,000
Interest:	0
Total:	100,000
Annual Appropriation?:	No
Date Incurred:	05/04/2014
FY of Last Payment:	2017

## Non-Rebates For WEST BRANCH URBAN RENEWAL

TIF Expenditure Amount:	37,387
Tied To Debt:	Water Tower #2
Tied To Project:	Water Tower #2

TIF Expenditure Amount:	6,799
Tied To Debt:	Parkside Drive
Tied To Project:	Parkside Drive

TIF Expenditure Amount:	51,505
Tied To Debt:	Acciona
Tied To Project:	Acciona

## Jobs For WEST BRANCH URBAN RENEWAL

Project:	Procter & Gamble
Company Name:	Procter & Gamble Hair Care LLC
Date Agreement Began:	07/10/2007
Date Agreement Ends:	06/30/2020
Number of Jobs Created or Retained:	50
Total Annual Wages of Required Jobs:	1,248,000
Total Estimated Private Capital Investment:	15,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Water Tower #2
Company Name:	Acciona Windpower North America LLC
Date Agreement Began:	07/02/2007
Date Agreement Ends:	06/30/2017
Number of Jobs Created or Retained:	110
Total Annual Wages of Required Jobs:	3,333,616
Total Estimated Private Capital Investment:	11,000,000
Total Estimated Cost of Public Infrastructure:	0

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Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2015

**TIF Taxing District Data Collection**

Local Government Name: WEST BRANCH (16G142)  
 Urban Renewal Area: WEST BRANCH URBAN RENEWAL (16006)  
 TIF Taxing District Name: SPRINGDALE TWP/WEST BRANCH SCH/W BR (ORIG 1988)UR TIF INCREM  
 TIF Taxing District Inc. Number: 16094

	UR Designation
TIF Taxing District Base Year: 0	Slum No
FY TIF Revenue First Received: 1997	Blighted No
Subject to a Statutory end date? No	Economic Development 12/1989

TIF Taxing District Value by Class - 1/1/2013 for FY 2015

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	121,470	0	1,568,410	203,710	0	0	1,893,590	0	1,893,590
Taxable	52,717	0	1,489,996	193,525	0	0	1,736,238	0	1,736,238
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2015	566,189	1,327,401	0	1,327,401	29,830

FY 2015 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST BRANCH (16G142)  
 Urban Renewal Area: WEST BRANCH URBAN RENEWAL (16006)  
 TIF Taxing District Name: WEST BRANCH CITY AG/WEST BRANCH SCH/W BR (ORIG 1988) UR TIF INCREM  
 TIF Taxing District Inc. Number: 16104

	UR Designation
TIF Taxing District Base Year: 0	Slum No
FY TIF Revenue First Received: 1997	Blighted No
Subject to a Statutory end date? No	Economic Development 12/1989

TIF Taxing District Value by Class - 1/1/2013 for FY 2015

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	107,120	0	0	0	0	0	107,120	0	107,120
Taxable	46,491	0	0	0	0	0	46,491	0	46,491
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2015	96,406	10,714	0	10,714	231

FY 2015 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST BRANCH (16G142)  
 Urban Renewal Area: WEST BRANCH URBAN RENEWAL (16006)  
 TIF Taxing District Name: WEST BRANCH CITY AG/WEST BRANCH SCH/W BR (AMEND 1993) UR TIF INCREM  
 TIF Taxing District Inc. Number: 16106  
 TIF Taxing District Base Year: 0  
 FY TIF Revenue First Received: 1997  
 Subject to a Statutory end date?: No

UR Designation	
Slum	No
Blighted	No
Economic Development	08/1994

**TIF Taxing District Value by Class - 1/1/2013 for FY 2015**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2015	9,215	0	0	0	0

FY 2015 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST BRANCH (16G142)  
 Urban Renewal Area: WEST BRANCH URBAN RENEWAL (16006)  
 TIF Taxing District Name: WEST BRANCH CITY/WEST BRANCH SCH/W BR (ORIG 1988) UR TIF INCREM  
 TIF Taxing District Inc. Number: 16108  
 TIF Taxing District Base Year: 0  
 FY TIF Revenue First Received: 1997  
 Subject to a Statutory end date?: No

UR Designation	
Slum	No
Blighted	No
Economic Development	12/1989

**TIF Taxing District Value by Class - 1/1/2013 for FY 2015**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	5,365,150	4,587,666	0	0	9,952,816	0	9,952,816
Taxable	0	0	5,096,900	4,358,285	0	0	9,455,185	0	9,455,185
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2015	2,423,638	7,529,178	0	7,529,178	218,887

FY 2015 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST BRANCH (16G142)  
 Urban Renewal Area: WEST BRANCH URBAN RENEWAL (16006)  
 TIF Taxing District Name: WEST BRANCH CITY/WEST BRANCH SCH/W BR (AMEND 1993) UR TIF INCREM  
 TIF Taxing District Inc. Number: 16110  
 TIF Taxing District Base Year: 0  
 FY TIF Revenue First Received: 1997  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	08/1994

**TIF Taxing District Value by Class - 1/1/2013 for FY 2015**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	12,598,020	2,184,140	1,188,190	0	-7,408	15,962,942	0	15,962,942
Taxable	0	6,853,349	2,074,938	1,128,781	0	-7,408	10,049,660	0	10,049,660
Homestead Credits									46

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2015	2,761,105	10,049,660	0	10,049,660	292,163

FY 2015 TIF Revenue Received: 215

**TIF Taxing District Data Collection**

Local Government Name: WEST BRANCH (16G142)  
 Urban Renewal Area: WEST BRANCH URBAN RENEWAL (16006)  
 TIF Taxing District Name: WEST BRANCH CITY/WEST BRANCH SCH/W BR UR TIF INCREM  
 TIF Taxing District Inc. Number: 16148  
 TIF Taxing District Base Year: 0  
 FY TIF Revenue First Received: 2002  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2022

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2002

**TIF Taxing District Value by Class - 1/1/2013 for FY 2015**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	34,092,915	12,305,150	0	0	46,398,065	0	46,398,065
Taxable	0	0	32,388,270	11,689,893	0	0	44,078,163	0	44,078,163
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2015	43,410	44,078,163	0	44,078,163	1,281,435

FY 2015 TIF Revenue Received: 0

RESOLUTION NO. 1404

A RESOLUTION OBLIGATING FUNDS FROM THE URBAN RENEWAL TAX REVENUE FUND FOR THE PAYMENT OF ANNUAL APPROPRIATION TAX INCREMENT FINANCED OBLIGATIONS IN FISCAL YEAR 2017

Councilperson \_\_\_\_\_ introduced the following Resolution entitled “RESOLUTION OBLIGATING FUNDS FROM THE URBAN RENEWAL TAX REVENUE FUND FOR THE PAYMENT OF ANNUAL APPROPRIATION TAX INCREMENT FINANCED OBLIGATIONS IN FISCAL YEAR 2017,” and moved that the same be adopted. Councilperson \_\_\_\_\_ seconded the motion to adopt. The role call was:

AYES:

NAYS:

ABSENT:

**WHEREAS;** the City of West Branch, Iowa has hereto adopted an Urban Renewal Plan and established pursuant thereto a tax increment district all as authorized and provided by Chapter 403, State Code of Iowa; and

**WHEREAS;** the City has advanced monies, incurred indebtedness and other costs which this Council finds qualified for payment from the special fund authorized by Section 403.19(3) of the State Code of Iowa as summarized on the attached schedule; and

**WHEREAS;** the City has scheduled payments in the amount of \$187,387 which shall become due in the fiscal year beginning July 1, 2016 with respect to costs associated with the Water Tower #2 Project, the Parkside Drive Road Improvements Project, and Acciona Legal Fees and Administrative Costs; and

**WHEREAS;** it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2016;

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF WEST BRANCH, IOWA,** that:

Section 1. The City Council obligates \$187,387 for appropriation from the Urban Renewal Tax Fund to the Annual Payment in the fiscal year beginning July 1, 2016.

Section 2. The City Clerk is hereby directed to certify a portion of the amount obligated for appropriation in Section 1 above (\$150,000), on the City's December 1, 2015 certification of debt payable, as a balance of funds are currently available in the City's TIF Debt Service Fund that will allow the City to pay for the balance of \$37,387. The City Clerk is hereby directed to reflect the total amount of \$187,387 in the City's budget for the next succeeding fiscal year.

**PASSED, ADOPTED AND APPROVED** this 30th day of November, 2015.

---

Roger Laughlin, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

November 30, 2015

Below is a summary of costs the City of West Branch, Iowa, is asking to be reimbursed through the Tax Increment Finance areas for the City of West Branch:

Parkside Drive Road Improvements Project	\$18,708
Acciona Legal Fees and Administrative Costs	<u>\$131,292</u>
<b>Total:</b>	<b>\$150,000</b>

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR  
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area**

City: West Branch County: Cedar

Urban Renewal Area Name: West Branch Urban Renewal

Urban Renewal Area Number: 16006 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 100,000

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this 30th day of November, 2015

\_\_\_\_\_  
Signature of Authorized Official (319) 643-5888  
Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: West Branch County: Cedar

Urban Renewal Area Name: West Branch Urban Renewal

Urban Renewal Area Number: 16006 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>Acciona Legal Fees and Administrative Costs</u> _____ _____ _____	<u>June 2, 2014</u>	<u>100,000</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1: 100,000**

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.





RESOLUTION NO. 1405

RESOLUTION APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE CITY OF WEST BRANCH AND THE UNITED STATES GEOLOGIC SURVEY (USGS) IOWA WATER SCIENCE CENTER FOR WATER RESOURCES INVESTIGATIONS.

WHEREAS, the USGS Iowa Water Science Center has installed two streamgages and two raingages in the Wapsinonoc Creek watershed; and

WHEREAS, the streamgages and raingages provide real-time information, allowing city officials and residents to view current levels in the creek and rainfall data at multiple locations to be better prepared for the possibility of flooding; and

WHEREAS, these gages are intended to provide data that can be used for future flood inundation modeling; and

WHEREAS, these monitoring locations would then assist city officials in implementing flood mitigation practices; and

WHEREAS, a set of scenarios will be defined by the City of West Branch along with future National Park Service flood mitigation plans to evaluate best management practices to mitigate future flooding of West Branch; and

WHEREAS, a joint funding agreement for monitoring has been provided to the City of West Branch by the USGS Iowa Water Science Center; and

WHEREAS, the City of West Branch would pay \$13,740 annually for the services under this agreement; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned joint funding agreement between the City of West Branch and the United States Geologic Survey (USGS) Iowa Water Science Center for water resources investigations is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 30th day of November, 2015.

---

Roger Laughlin, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk



United States Department of the Interior  
U. S. GEOLOGICAL SURVEY

Iowa Water Science Center  
400 South Clinton St. Rm. 269  
Iowa City, Iowa 52240

November 2, 2015

Matt Muckler  
City Administrator  
City of West Branch  
PO Box 218 110 N. Poplar St  
West Branch, IA 52358

Dear Mr. Muckler;

Enclosed are two original copies of our Joint Funding Agreement for calendar year 2016. This agreement is for the operation and maintenance of the following USGS streamgaging and precipitation stations:

	<u>West Branch</u>	<u>USGS</u>
College Street Wapsinonoc Seasonal Discharge Streamgage	\$6,720	\$4,480
East and West Branch Wapsinonoc Seasonal Stage Streamgage	\$5,040	\$3,360
Two Raingages (One full cost and one for free for one year)	\$1,980	\$1,620
Total	\$13,740	\$9,460

If this is acceptable, please sign both originals; return one signed original in the enclosed self-addressed envelope and retain the other for your records.

As per Federal regulations, work cannot be continued or started until we receive the signed agreement. Results of all work performed under this agreement will be available to the City of West Branch and the U.S. Geological Survey for scientific analysis and publication. Work performed with funds from this agreement will be conducted on a fixed-cost basis. The City of West Branch will be billed annually for their portion of this agreement in January 2016.

We appreciate your consideration of our cooperative program. If you have any questions about the work performed under this agreement, please contact Jon Nania at 319-358-3655. Questions regarding the agreement's terms, billing period or other administrative concerns may be addressed to our Administrative Officer, Jeff Henningfield, at 319-358-3650.

Kevin Richards  
Director  
USGS Iowa Water Science Center

Enclosures

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR WATER RESOURCES INVESTIGATIONS**

Customer No: 6000004586  
Agreement No: 16MWWA000000032  
Project No: NP009OL  
TIN #: 42-6005357

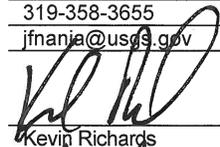
Fixed Cost Agreement  Yes  No

This agreement is entered into as of the **1st** day of **January 2016** by the U.S. Geological Survey, U.S. Department of the Interior, party of the first part, and the **City of West Branch, Iowa**, party of the second part.

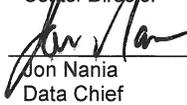
1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the **installation, operation, and maintenance of the USGS streamgaging and precipitation stations in the Wapsinonoc Creek watershed**, hereinafter called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$ **0.00**.
  - (a) **\$ 9,460.00** by the party of the first part during the period **January 1, 2016 to December 31, 2016**
  - (b) **\$ 13,740.00** by the party of the second part during the period **January 1, 2016 to December 31, 2016**
  - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0  
Description of the USGS regional/national program: N/A
  - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
  - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to ensure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (Form DI-1040). Billing documents are to be rendered **annually in January 2016**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

USGS Point of Contact  
 Name: Jon Nania  
 Address: 400 South Clinton St. Rm 269  
Iowa City, IA 52240  
 Phone: 319-358-3655  
 Email: jfnania@usgs.gov

Customer Point of Contact  
 Name: Matt Muckler – City Administrator  
 Address: City of West Branch  
PO Box 218 110 N. Poplar St  
 Phone: 319-643-5888  
 Email: matt@westbranchiowa.org

By  Date 11/15/15  
 Name: Kevin Richards  
 Title: Center Director

By \_\_\_\_\_ Date \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By  Date 11/3/15  
 Name: Jon Nania  
 Title: Data Chief

By \_\_\_\_\_ Date \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Prepared by: Kayla Thorndike, Oak Helm Partners, 2920 Harrison Street, Davenport, Iowa 52803 563-326-6401

Address Tax Statement: City of West Branch, PO Box 218 West Branch Iowa 52358 SPACE ABOVE THIS LINE  
Return after recording to: City of West Branch P.O. Box 218 West Branch Iowa 52358 FOR RECORDER

**QUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the sum of One Dollar and Other Good and Valuable Consideration in hand paid

OHP 8, LC

do hereby Convey to

City of West Branch

all our right, title, interest, estate, claim and demand in the following described real estate in Cedar County, Iowa:

Outlot A , Pederson Valley, Part Two, Addition to West Branch, Cedar County, Iowa.  
(More Commonly Known as Parcel #050013064010150)

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises.

The grantor further warrants to the grantees all of the following: That the limited liability company, OHP 8, LC validly exists; that the LC is manager-managed; that this conveyance is in the ordinary course of the business of the LC; that the transfer by the LC to the grantees is effective and rightful; and that the undersigned knows of no facts or legal claims which might impair the validity of the LC or the validity of the transfer and that the undersigned manager delivers this instrument with full power and authority on behalf of the LC, and the execution of the same has been approved by all required votes of the LC.

Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: \_\_\_\_\_ **OHP 8, LC**

By: \_\_\_\_\_  
Nancy H. Coon, Manager

STATE OF IOWA, SCOTT COUNTY: ss.

On the \_\_\_\_\_ day of November, 2015, before me, the undersigned, a Notary Public in and for said County and State personally appeared Nancy H. Coon to me personally known, who, being on oath duly sworn depose and state that she is the **Manager** and of **OHP 8, LC**; that the said instrument was signed on behalf of the said LLC by authority of votes of its managers or members, as the case may be; and that the said **Manager** as such authorized agent, acknowledged the execution of this instrument as the voluntary act and deed of said LLC, by it and her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State