

Supplemental Agreement
For Qualifying Locally Procured Federal-Aid Contracts

Recipient: _____

Project Number: _____

Original Agreement No: _____

This is a supplemental agreement between _____ (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Iowa DOT).

Pursuant to the terms of the original agreement, and subject to the conditions and requirements set forth in Instructional Memorandum (I.M.) [3.720](#), Local Letting Process – Federal-aid, the Iowa DOT agrees to allow the Recipient to locally procure a construction contract or contracts for this project or portions of the project.

The Federal regulations that apply to a project vary significantly depending on the funding source and whether the project is located on or off the right-of-way of a public highway or street. Accordingly, the requirements are addressed separately below.

Requirements for all Projects

The Recipient shall procure all construction contracts according to the requirements listed in paragraphs 1 through 3 below:

1. The Recipient shall comply with all laws, administrative rules and procedures for public purchasing and contracting as applicable to political subdivisions of the State of Iowa. Procurement shall be accomplished by competitive quotes or competitive bids, unless some other cost effective method, such as the use of Recipient local forces, is proposed by the Recipient and approved by the Iowa DOT.
2. Prior to awarding a locally procured Federal-aid contract, the Recipient shall: (a) follow the procedures listed in I.M. 3.720, [Attachment A](#) – Pre-Award Checklist and Certification, and (b) complete, sign and return this checklist and certification to the Iowa DOT.
3. Prior to requesting final reimbursement for a locally procured Federal-aid contract, the Recipient shall: (a) follow the procedures listed in I.M. 3.720, [Attachment B](#) – Post-Award Checklist and Certification, and (b) complete, sign and return this checklist and certification to the Iowa DOT.

Additional Requirements for Selected Projects

If any part of the contract work is physically located within the boundaries of a public highway or street right-of-way, or if any part of the contract work will be reimbursed with Safe Routes to School (SRTS) program funds, the Recipient shall procure the construction contract(s) according to the following requirements, which are in *addition* to those listed in the paragraphs above.

4. The Recipient shall procure the contract(s) by means of sealed bids as specified in I.M. 3.720, Attachment A – Pre-Award Checklist and Certification, unless some other means of accomplishing the work, such as force account, can be shown to be more cost effective. Before procuring the work by any other means than competitive bidding, the Recipient shall request and receive Iowa DOT approval, in accordance with the procedures outlined in [I.M. 3.810](#), Federal-aid Construction by Local Agency Forces.
5. As required by [23 CFR 635.117\(a\)](#), if any part of the project work is located within the right-of-way of a Federal-aid highway, or if any part of the contract work will be reimbursed with SRTS funds, the Recipient shall not use convict labor for construction, unless it is labor performed by convicts who are on parole, supervised release, or probation
6. As required by 23 CFR 635.117(b), the Recipient shall not impose procedures or requirements which will operate to discriminate against the employment of labor from any other state, possession or territory of the United States.

7. The Recipient shall not use publicly owned equipment in construction work to be reimbursed with Federal-aid, unless use of such equipment is shown to be cost-effective. If the recipient desires to use publicly owned equipment, either as part of force account work or as a rental to the contractor, the requirements of [23 CFR 635.106](#) must be met. The Recipient shall also request and receive Iowa DOT approval for such use, as specified by [I.M. 3.760](#), Public Interest Findings.
8. If the construction contract requires the contractor to purchase equipment, and ownership of such equipment will be transferred to Recipient at the end of the project, Federal-aid participation in the costs of such equipment will be limited to the portion of the amortized equipment cost that is directly attributable to the time the equipment is used on the project. The initial cost of the equipment shall be amortized over the useful life of the equipment. "Equipment" shall be as defined in [49 CFR 18.3](#).
9. As required by [23 CFR 635.409](#), the Recipient shall not impose any requirement or enforce any procedure which operates to require the use of, or provides a price differential in favor of, articles or materials produced within the State of Iowa. This policy also applies to materials of foreign origin, except as otherwise permitted by Federal law (such as the Buy America provisions).
10. As required by [23 CFR 635.112](#)(e), no public agency shall be allowed to bid in competition or enter into subcontracts with private contractors. However, this restriction does not preclude the Recipient from performing highway construction work on a force account basis, subject to the requirements set forth in [I.M. 3.810](#), Federal-aid Construction by Local Agency Forces.
11. As required by [23 CFR 635.110](#), the Recipient shall not implement procedures or requirements for bonding, insurance, prequalification, qualification, or licensing which restricts competition or prevents submission or consideration of a bid by a responsible contractor.
12. As required by [23 CFR 635.105](#), the Recipient agrees that it has adequate staff and is suitably equipped to satisfactorily complete the project work. A full-time employee of the Recipient shall have responsible charge of the project. Responsible charge means that the employee is: aware of the day-to-day operations of the project; involved with decisions regarding change orders; aware of the qualifications, assignments, and performance of the consultant staff; and visiting the project site on a frequency that is appropriate for the size and complexity of the project.

In witness whereof, each of the parties hereto has executed this Supplemental Agreement as of the date shown opposite its signature below.

RECIPIENT:

Signature: _____ Date: _____, 20____

Name: _____ Title: _____

IOWA DEPARTMENT OF TRANSPORTATION:

Signature: _____ Date: _____, 20____

Name: _____ Office: _____