

RESOLUTION NO. 2019-0031
**A RESOLUTION APPROVING THE GRANT AGREEMENT WITH THE IOWA
DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SAFETY IMPROVEMENT
PROGRAM (TSIP) FUNDING FOR
HOUSER AND FULLIAM MINI-ROUNDBOUT**

WHEREAS, the Iowa Department of Transportation has established the TSIP and provides funding for locations where vehicular safety is a concern and documented.

WHEREAS, the Houser and Fulliam Mini-Roundabout has been identified as a location where vehicular safety could be improved and funded by TSIP.

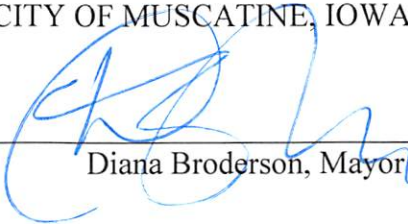
NOW, THEREFORE, BE IT RESOLVED, that the Grant Agreement with the Iowa Department of Transportation TSIP program for the Houser and Fulliam Mini-Roundabout is hereby approved as to form and content.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute and file the Grant Agreement on behalf of the City of Muscatine, with the Iowa Department of Transportation TSIP program for the Houser and Fulliam Mini-Roundabout.

BE IT FURTHER RESOLVED, that the City of Muscatine, Iowa does hereby commit to address funding for the Houser and Fulliam Mini-Roundabout as outlined in the application at the appropriate time.

PASSED, APPROVED, AND ADOPTED this 7th day of February, 2019.


BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA



Diana Broderson, Mayor



ATTEST:



Gregg Mandsager, City Clerk



1459 Washington St.
Muscatine, IA 52761-5040
(563) 263-8933
Fax (563) 263-2127

Public Works

City Transit
263-8152

MEMORANDUM

To: Brian Stineman, Public Works Director
FROM: Jim Edgmond, City Engineer
DATE: Jan. 26, 2019
RE: Fulliam-Houser Mini Roundabout TSIP Grant Agreement

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

INTRODUCTION:

This project is mostly funded by a Traffic Safety Improvement Program (TSIP) grant of \$167,700. The project estimated total cost is \$236,262.00 with a 5% contingency. This agreement with the state must be signed and a resolution passed accepting the grant before project can continue.

At the in-depth City Council meeting on Feb. 8, 2018 council requested that staff visit with the four property owners on the four corners of this intersection. The reason for these visits is to get a read on these owners as to how they feel about the project and to better define what measures they feel may be necessary to mitigate the project impact to the properties. The March 26, 2018 memo about these visits is attached.

BACKGROUND:

At the April 6, 2018 City Council meeting the council voted to complete the project design. This design is approaching completion and the construction of the project needs to be authorized along with the resolution to accept the TSIP money. This approved TSIP grant does not mean that other intersection alternatives could not be applied for at a later date. However, it is staff's opinion that if a signalized intersection was applied for it would not be accepted because the intersection does not meet sufficient warrants for signalization. Similarly, the use of a four way stop condition could be used but that is not viewed by staff as a grant subject because of the minor cost and debate on if it truly is a safety improvement. So the only use for this grant is for this mini-roundabout and if this is not accepted by council this money will not be available to Muscatine. We would have to wait to reapply on the next round of TSIP grants. The additional \$60,000 for the project is budgeted to come out of the motor fuel tax funds available for next fiscal year.

This project, if approved, would follow this proposed schedule:

Set Public Hearing

2-07-2019

Have Public Hearing and Approve Plans and Specifications

2-21-2019

2-14-2019 (maybe)

Bid Opening

3-14-2019

Recommendation to Award

3-21-2019

Approve Contract and Bond

4-04-2019

Issue Notice to Proceed

Summer vacation start

RECOMMENDATION/RATIONALE:

Recommend city council pass resolution to accept TSIP grant money for the Houser-Fulliam intersection improvements.

BACKUP INFORMATION: none



www.iowadot.gov

Jim Armstrong
District 5 Office, P.O. Box 587, Fairfield, Iowa 52556
Phone: 641-469-4005 or 641-472-4171
Email: james.armstrong@iowadot.us

March 29, 2018

Brian Stineman
1459 Washington Street
Muscatine, Iowa 52761

County: Muscatine
Recipient: City of Muscatine
Project#: CS-TSF-5330(629)-85-70
Agreement# 2019-TS-013


Dear Mr. Stineman :

Enclosed are two copies of the Traffic Safety Improvement Program Funding Agreement (Site-Specific Improvement) for the upcoming year.

Please sign and return it to us; then we will have it signed by the Iowa DOT and return a copy to you for your records.

If you have any questions, please give us a call.

Sincerely,


Jim Armstrong, P.E.
District 5 Engineer

January 2017

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM FUNDING
(Site-Specific Improvement)**

County	<u>Muscatine</u>
Recipient	<u>City of Muscatine</u>
Project No.	<u>CS-TSF-5330(629)-85-70</u>
Iowa DOT	
Agreement No.	<u>2019-TS-013</u>

This agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Muscatine, Iowa, hereinafter designated the "Recipient". The Recipient submitted an application to the DOT for funding through the Traffic Safety Improvement Program (TSIP) under Iowa Code Section 312.2(11), and the application was approved by Transportation Commission Order No. H-2018-41 on, December 12, 2017.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules, the DOT agrees to provide funding to the Recipient to aid in the development of a certain traffic safety improvement project.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. Project Information

- a. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
- b. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be the District 5 Local Systems Engineer in Fairfield, Iowa. The Recipient's contact person shall be Brian Stineman, P.E., Public Works Director.
- c. The Recipient shall be responsible for the development and completion of the following described project located in the city of Muscatine:

Construction of a mini-roundabout with single lane approaches at the intersection of W. Fullium Avenue and N. Houser Street. See Exhibit A-1 for the location of the project and Exhibit A-2 for the estimated project cost.

2. Project Costs

- a. Eligible project costs for the project described in Section 1 of this agreement which are incurred after the effective date of Commission Approval shall be paid from TSIP Funds and other funds as listed below, subject to the execution of a signed agreement:

TSIP Funds: \$167,700

- b. The portion of the total project costs paid by TSIP shall not exceed the amount stated above or the actual cost of the TSIP eligible items, whichever is the smaller amount.
- c. If a letting is required, the project shall be let to contract within 2 years of the date this agreement is approved by the Department. If a letting is not required, construction on the project shall begin within 2 years of the date this agreement is approved by the Department. If neither condition is met, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 2-year deadline.

- d. Project activities or costs eligible for TSIP funds include only the following: (a) road modernization, upgrading or reconstruction; (b) bridge and culvert modernization, replacement or removal; (c) road intersection and interchange improvement including channelization, traffic control devices or lighting; (d) right-of-way required for a traffic safety project; (e) drainage and erosion measures which are an integral part of the project; (f) traffic control devices required by the project; (g) guardrail; (h) tree removal; and (i) other construction activities directly related to or required by the safety project.
- e. Project activities or costs ineligible for TSIP funds include, but are not limited to, the following: (a) any and all costs incurred prior to commission approval of funding; (b) routine maintenance of a road, street, bridge, culvert or traffic control device; (c) safety-related activities associated with projects initiated for purposes other than traffic safety; (d) contract administration costs; (e) design and construction engineering and inspection; (f) utility construction, reconstruction, or adjustment except as an integral part of a project; (g) sidewalks, bicycle paths or railroad-highway crossings, except as an integral part of the project; and (h) expenditures for items not related to the roadway.
- f. If Federal highway funds, Farm-to-Market funds, or other Federal funds are used in combination with TSIP Funds, the Recipient shall also follow all administrative and contracting procedures which would normally be used when such funds are used on a non-TSIP project. The Recipient shall comply with all requirements for the use of said funds.

3. Right of Way and Permits

- a. In the event that right-of-way is required for the project, said right-of-way shall be acquired in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. If the project impacts the Primary Road System, the Recipient shall submit preliminary right-of-way plans to the DOT's Office of Right of Way for review and approval prior to the commencement of any acquisition. Additionally, if said right-of-way is for an improvement to the Primary Road System, it shall be acquired in the name of the State of Iowa.
- b. The Recipient shall be responsible for obtaining any permits, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, and/or other construction permits required for the project prior to the start of construction. Neither the approval of the TSIP application for funding nor the signing of this agreement shall be construed as approval of any required permit from the DOT.
- c. The Recipient shall be responsible for obtaining any environmental permits and approvals, when necessary, to comply with all environmental regulations.

4. Project Design

- a. The Recipient shall develop all project improvements using good engineering judgment. The Recipient shall use the DOT "Design Manual" on projects involving the Primary Road System and/or routes located on the National Highway System. Projects not on the Primary Road system shall use "A Policy on Geometric Design of Highways and Streets", (latest edition), by the American Association of State Highway and Transportation Officials. In all cases the "The Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as adopted pursuant to 761 Iowa Administrative Code, Chapter 130 shall apply.

5. Bid Letting

- a. If the project must be let for bids, then project plans, specifications and engineer's cost estimate for site specific improvements and/or traffic control devices shall be prepared and certified by a professional engineer licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other contract documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient.

- i. If the Recipient lets the project, the plans, specifications and other contract documents for each division must be submitted at least ten weeks (traffic control devices) or fourteen weeks (site specific project) prior to the project letting of each division.
 - ii. If the project will be let through the Iowa DOT, project development submittals shall follow Local Systems I.M. 3.005. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
- b. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
 - c. If the Recipient lets the project, then the Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B which is attached hereto and by this reference incorporated into this agreement.
 - d. If the Recipient lets the project, then for portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three (3) bidders, hold a public letting and award contracts for the project work. DOT concurrence in the award must be obtained prior to the award. The Recipient shall provide the DOT file copies of project letting documents within five (5) days after letting.
 - e. The Recipient shall be the contracting authority for the project.

6. Construction and Maintenance

- a. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
- b. The Recipient shall be responsible for the daily inspection of the project, and the compilation of a daily log of materials, equipment and labor on the project.
- c. The Recipient shall maintain records, documents, and other evidence in support of work performed under the terms of this contract. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures. Documentation shall be made available for inspection and audit by authorized representatives of the DOT or its designee at all reasonable times during the period of the contract and for three (3) years after the date of final payment. Reimbursement shall be based on eligible actual and indirect costs associated with performance of contract service work. The Recipient shall provide copies of said records and documents to the DOT upon request.
- d. The Recipient shall notify the DOT's contact person of the date that construction begins and the date that the project is substantially complete (i.e., when the road is re-opened to traffic).
- e. The Recipient shall require its contractors to permit the DOT authorized representative to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources.

- f. Upon project completion and prior to final reimbursement for the project, the Recipient shall furnish three sets of "as-built" plans for any portion of the project which is on or intersects any primary road or primary road extension to the DOT's contact person for future maintenance and road design purposes.
- g. If this project requires the installation of or modification to a traffic control signal system, the Recipient shall be responsible for all future ownership, maintenance, operation and energy costs of said installation or modification.
- h. The Recipient hereby certifies that, for a period of ten (10) years following completion of project and receipt of final payment from the DOT, there shall be no modifications in the geometric features, the construction features, or the access management features (including driveway design and location) of the project, nor shall there be any fixed objects or obstructions placed in any clear zone established in conjunction with this project without the prior written approval of the Office of Traffic and Safety. Failure to comply shall be considered a default under the terms of this agreement.

7. Payments and Reimbursements

- a. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Eligible and ineligible costs are outlined in Iowa Administrative Code (IAC) 761 Chapter 164, Traffic Safety Improvement Program (see IAC 761-164.6(312) and IAC 761-164.7(312)). Reimbursement claims shall include certification by a professional engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been completed in substantial compliance with the terms of this agreement.
- b. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the construction costs or 5% of the TSIP funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld, if any.
- c. Upon completion of the project described in this agreement, a professional engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the terms of this agreement. Final reimbursement of TSIP Funds shall be made only after the DOT accepts the project as complete.
- d. The Recipient shall request reimbursement and final payment from the DOT within one year of field completion of the work. If this condition is not met, the Recipient may be in default, for which the Department may revoke funding commitments.
- e. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to Recipient by certified mail return receipt requested, to declare this agreement in default. The Recipient shall have thirty (30) days from date of mailing of notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period to cure default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or notice of continued default.
- f. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of TSIP Funds granted by this agreement through charges against the Recipient's road use tax funds.

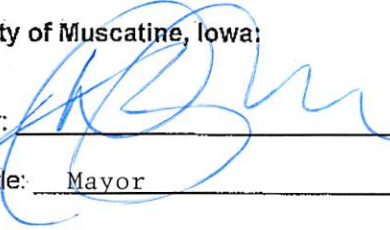
8. General Provisions

- a. This agreement shall be considered to be in default if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations.
 - b. To the extent allowed by law, the Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, or inspection of this project. To the extent allowed by law, this agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
 - c. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
 - d. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the associated Federal regulations that implement these laws.
 - e. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
 - f. This agreement is not assignable without the prior written consent of the DOT.
 - g. It is the intent of both parties that no third party beneficiaries be created by this agreement.
 - h. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days' notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this paragraph for arbitration.
 - i. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
 - j. This agreement, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.
-

January 2017

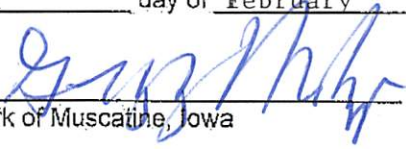
IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2019-TS-013 as of the date shown opposite its signature below.

City of Muscatine, Iowa:

By: 
Title: Mayor

Date February 7, 2019

I, Gregg Mandsager, certify that I am the Clerk of the City, and that
Diana Broderson, who signed said Agreement for and on behalf of the City was duly
authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the City, on
the 7th day of February, 2019.

Signed 
City Clerk of Muscatine, Iowa

Date February 7, 2019

Iowa Department of Transportation:

By: _____
Steve J. Gent
Director,
Office of Traffic and Safety

Date _____, 20____

EXHIBIT A-1
[Project Location]

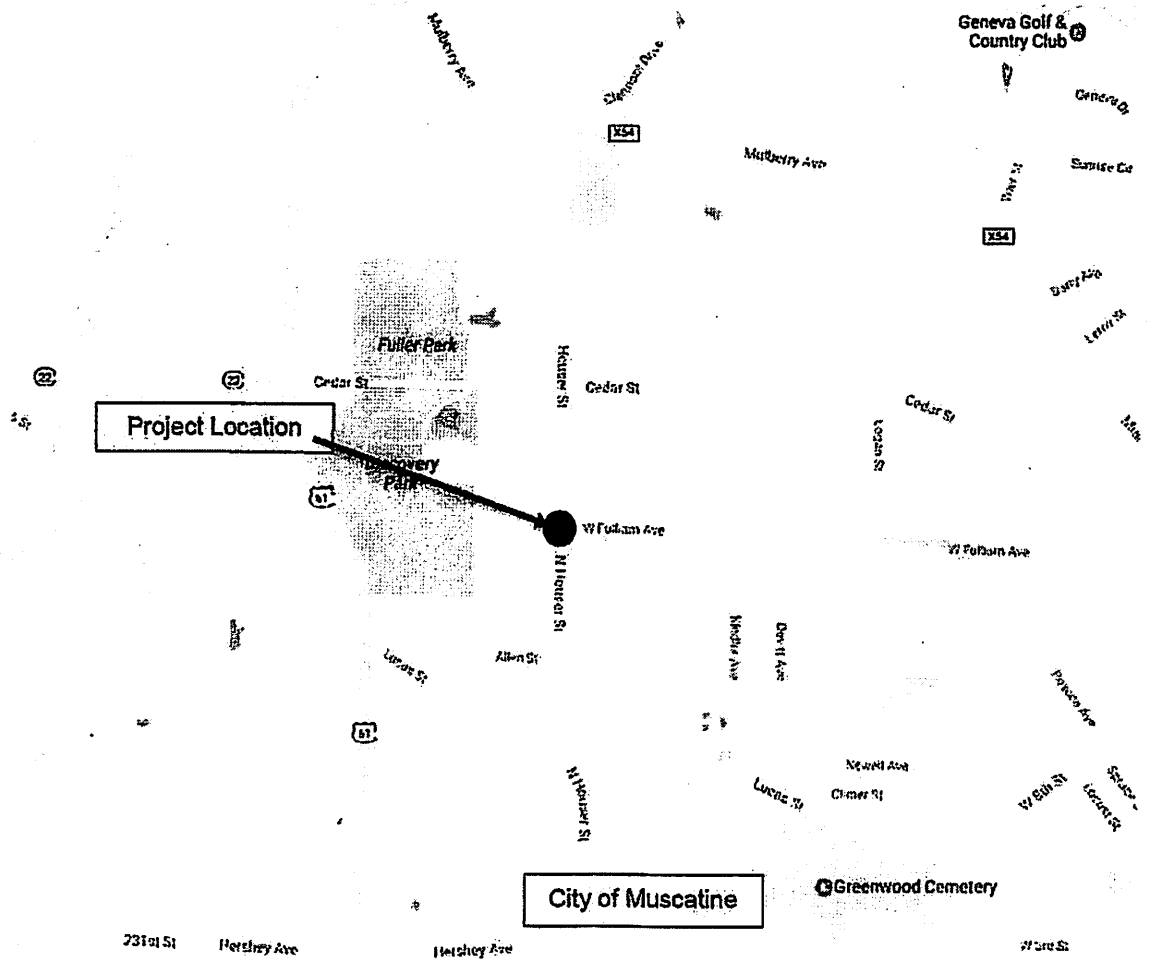


EXHIBIT A-2
[Estimated Project Cost]

SHIVEHATTERY
ARCHITECTURE • ENGINEERING

W Fulliam Avenue and N Houser Street Mini-Roundabout Opinion of Probable Construction Costs Quantities - Revised June 26, 2017					
ITEM NO.	ITEM	UNIT	UNIT PRICE	QUANTITY	COST
1	REMOVAL OF PAVEMENT	SY	\$ 10	550	\$ 5,500
2	PCC PAVEMENT, 8"	SY	\$ 50	350	\$ 17,500
3	PCC, COLORED	SY	\$ 110	375	\$ 41,250
4	PCC DRIVEWAY, 6"	SY	\$ 35	50	\$ 1,750
5	PCC SIDEWALK, 4"	SY	\$ 40	200	\$ 8,000
6	MODIFIED SUBBASE, 6"	SY	\$ 10	775	\$ 7,750
7	STORM SEWER IMPROVEMENTS	LS	\$ 15,000	1	\$ 15,000
8	PAVEMENT MARKINGS AND SIGNAGE	LS	\$ 5,000	1	\$ 5,000
9	CONSTRUCTION SURVEY	LS	\$ 8,000	1	\$ 8,000
10	TRAFFIC CONTROL	LS	\$ 15,000	1	\$ 15,000
11	MOBILIZATION	LS	\$ 15,000	1	\$ 15,000

SUBTOTAL
CONTINGENCY (20%)
TOTAL COST OPINION

\$138,750
\$27,950
\$166,700

*The Architect/Engineer, as a design professional familiar with the construction industry, has prepared this opinion of the Probable Cost of Construction. It is recognized, however, that neither the Architect/Engineer nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, the Architect/Engineer cannot and does not warrant or represent which bids or negotiated prices will not vary from the Probable Cost of Construction.

**EXHIBIT B
UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-725-3132) or from its website at: <https://www.iowa.gov/tsb/index.php/home>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Economic Development Authority? YES NO
 If no, explain _____

2. Were qualified TSB firms notified of project? YES NO
 If yes, by letter, telephone, personal contact, or other (specify) _____
 If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? YES NO
 If no, explain _____

4. Was a goal or percentage established for TSB participation? YES NO
 If yes, what was the goal or percentage? _____
 If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? YES NO
 If no, what action was taken by Recipient? _____
 Is documentation in files? YES NO

6. What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation? \$ _____
 What was the final project cost? \$ _____
 What was the dollar amount performed by TSB firms? \$ _____

Name(s) and address(es) of the TSB firm(s) _____
 (Use additional sheets if necessary)

Was the goal or percentage achieved? YES NO
 If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

 Title

 Signature

 Date