

RESOLUTION NO. 49-23

**A RESOLUTION OF THE CITY OF DYERSVILLE APPROVING THE CONTRACT
FOR 2023 DAVIS-BACON COMPLIANCE ADMINISTRATION TO EAST CENTRAL
INTERGOVERNMENTAL ASSOCIATION**

WHEREAS, THE CITY OF DYERSVILLE, Iowa is party to the Agreement creating the East Central Intergovernmental Association (hereinafter called the ECIA) and is a member in good standing; and

WHEREAS, THE CITY OF DYERSVILLE, Iowa wishes to engage the ECIA to provide certain technical and professional services for administration of the City of Dyersville's **Field of Dreams Project (Contract D)**; and

WHEREAS, Articles II, III (12), and VIII (2) and (3) of the Articles of Agreement of the East Central Intergovernmental Association gives the ECIA the authority to perform services under consideration.

NOW, THEREFORE, BE IT RESOLVED, that the East Central Intergovernmental Association is hereby authorized to provide staff assistance as prescribed in the attached Contract for Services and Scope of Services.

PASSED, APPROVED, AND ADOPTED this 3rd day of July 2023.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk

CONTRACT FOR SERVICES WITH
EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION

THIS CONTRACT, entered into by and between the East Central Intergovernmental Association (hereinafter called ECIA) and under a passed and approved RESOLUTION OF DYERSVILLE, IOWA, (hereinafter called Grantee), authorizing ECIA's assistance in carrying out this Contract and attached Scope of Services, and approved by ECIA on _____, 2023.

TERMS. This Contract carries the following terms.

SECTION 1. Scope of Services

ECIA shall provide and perform the necessary services required to carry out Davis-Bacon administration for **Field of Dreams Project (Contract D)** as set out in the Scope of Services attached.

SECTION 2. Time of Performance

The services of ECIA commenced on July 3, 2023 and shall be completed upon receipt of final Certificate of Completion from the State of Iowa.

SECTION 3. Method of Payment

Payment shall be due upon receipt of a monthly bill for services. The payment shall be based on the actual costs incurred by the agency in administering the contract, including labor and overhead, in accordance with OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (otherwise known as "Uniform Guidance"). Total payment shall not exceed \$3,000.00.

SECTION 4. Personnel

The ECIA represents that it has, or will acquire, all personnel necessary to perform the services under this Contract.

SECTION 5. Property

ECIA shall be free to acquire or use existing property, real or personal, as it deems necessary in the performance of work under this agreement.

SECTION 6. Access to Records

ECIA, the Grantee, the State of Iowa, the U.S. Environmental Protection Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records which are directly pertinent to this specific contract, for the purpose of making audit, examinations, excerpts, and transcriptions.

ECIA and the Grantee shall maintain all required records for three years after complete grant closeout and all other pending matters are closed.

SECTION 7. Termination by City

7.1 The City may, by thirty (30) days written notice to ECIA, terminate this contract in whole or in part at any time, either for the City's convenience or because of the failure of ECIA to fulfill its obligations under the contract. Upon receipt of such notice, ECIA shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and

(2) deliver to the City all data, drawings, specifications, as may have been accumulated by the ECIA in performing this contract, whether completed or in process.

7.2 Notwithstanding the above, ECIA shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by ECIA. The City may withhold any and all payments to ECIA for the purpose of setoff until such time as the exact amount of damages due the grantee from ECIA is determined.

7.3 If the termination is for convenience of the City, ECIA shall be entitled to compensation determined in accordance with Section 3 of this contract.

SECTION 8. Termination by ECIA

ECIA may terminate this contract by thirty (30) days written notice to the City for City failure to comply with the laws, rules, or regulations of the Iowa Finance Authority and/or U.S. Environmental Agency in carrying out the SRF Program. The notice shall stipulate the laws, rules, or regulations that have been violated, and date ECIA advised the grantee of said violation.

SECTION 9. Indemnification/Hold Harmless

The City will at all times indemnify and keep indemnified ECIA, hold and save it harmless from and against any and all liability for damages, loss, costs, charges and expenses, of whatever kind of nature, or arising out of any type of claim or suit (including but not limited to a claim of breach of contract), including counsel and/or attorneys' fees and related costs and expenses, which ECIA shall or may at any time sustain or incur by reason or in consequence of having executed said contract for services. The City agrees that it will pay over, reimburse and make good to ECIA, its successors and/or assigns, all money which ECIA or its representatives, shall pay, or cause to be paid, or become liable to pay, by reason of the execution of this contract for services, or in connection with any litigation, investigation or other matters connected herewith. Such shall be the case whether such suit or claim is rightfully or wrongfully brought or instituted against ECIA, or naming ECIA, and in any case suit shall be brought upon ECIA, ECIA shall be at liberty to employ an attorney of its own selection to appear and defend this suit on its behalf, at the expense of the City.

SECTION 10. Government-Wide Restriction on Lobbying

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. ECIA certifies, to the best of its knowledge and belief, that:

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

10.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor

shall complete and submit Standard Form LLL-"Disclosure Form to report Federal Lobbying" in accordance with its instruction.

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

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

SECTION 11. Other Requirements

In connection with the carrying out of this agreement, ECIA agrees to comply with any and all rules and regulations of the Iowa Finance Authority and the Environmental Protection Agency concerning third party contracts.

PASSED AND APPROVED:

City of Dyersville

Date: July 3, 2023

Jeff Jacque, Mayor

Attest: Tricia L. Maiers, City Clerk

East Central Intergovernmental Association

Date: _____, 2023

Chairperson or Executive Director

Attest

Attachment A

SCOPE OF SERVICES

The East Central Intergovernmental Association (ECIA) shall assist in compliance with requirements set forth by the Iowa Finance Authority; maintenance of required records and documents; and other required actions not specifically listed, but requested by the local government, including, but not limited to the following activities:

I. General Activities

- A. Be responsible for conducting and review of activities related to the compliance of federal regulations pertaining to the Davis-Bacon Act, as amended (40 U.S.C. 276a to a7), Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).
- B. Meet with/respond to engineer and contractor/subcontractors to review and assure understanding of terms and conditions of the above regulations.
- C. Assist in meeting(s) pertaining to the above regulations and ensure documentation with state/federal officials during site visits.
- D. Immediately advise the owner and the City if the contractors fail to comply with Davis-Bacon regulations.

II. PROGRAM ADMINISTRATION

- A. Files
 - 1. ECIA shall review files regularly and insure that required information is contained in each.
 - 2. The files shall be located in the office of ECIA during construction and will remain the property of and provided to City of Dyersville upon contract completion.
- B. Project Specific Activities
 - 1. Review project specifications and bid documents for compliance with above regulations.
 - 2. Review construction contract(s) for compliance.
 - 3. Obtain contractor clearances, if not completed.
 - 4. Obtain wage determinations, if needed.
 - 5. Meet with General Contractor and subcontractors as needed to assure compliance.
 - 6. Provide labor standards information to contractor and sub-contractors.
 - 7. Make construction site visit to assure posting of wage determination, labor standards provisions and required jobsite posters.
 - 8. Receive and review contractor payroll forms (weekly) and follow up with necessary parties to ensure compliance.
 - 9. Conduct jobsite employee interviews and verify pay compliance with payrolls.
 - 10. Verify Anti-kickback statements from contractor(s).

11. Provide verification of contractor/subcontractor payroll compliance to City Staff prior to City issuance of contractor payments.

C. Program Close-Out

1. Provide a report of project completion to City staff in a format prepared by the City.
2. Assist auditor as needed by providing all available information for compliance audit.