

CONTRACT FOR SERVICES BETWEEN
UPPER EXPLORERLAND REGIONAL PLANNING COMMISSION
AND THE CITY OF OELWEIN

CDBG SEWER IMPROVEMENT PROJECT
#22-WS-021

THIS CONTRACT entered into by and between the Upper Explorerland Regional Planning Commission (UERPC) (hereinafter called ADMINISTRATOR) and the City of Oelwein for the purpose of carrying out the Scope of Services and Terms in any Exhibit A as described below.

SECTION 1. Scope of Services

The Administrator shall provide and perform the necessary services required to carry out the Contract as set out in the Scope of Services attached herewith.

SECTION 2. Time of Performance

The services of the Administrator shall commence on October 10, 2022 and shall terminate upon project completion to include the submission of final documents and/or reports. Project completion as set forth is located in the Iowa Economic Development Authority (IEDA) contract #22-WS-021.

SECTION 3. Method of Payment

Total payment to the Administrator for the Water/sewer grant shall not exceed \$26,000, the amount identified as administration in the project budget of the grant program.

Payment shall be due upon receipt of a monthly invoice for services completed. Formal accounting records are maintained to support the expenses incurred and are based on the Administrator's established cost allocation plan approved annually by the Upper Explorerland Regional Planning Commission's Board of Commissioners.

After the first draw, recipients must draw at least once every six months for each activity including administration. Failure to draw every six months may result in termination of your IEDA contract. IEDA recipient contracts will be set to end after three years. In the majority of cases, contract amendments for time extensions will not be allowed.

It is the responsibility of the City of Oelwein to meet the match requirement (either cash or in-kind) as specified in IEDA contract #22-WS-021.

In the event the project needs to be extended beyond the identified project completion date as indicated in contract #22-WS-021, additional administrative fees to complete the extended Scope of Services may be required. These fees will be negotiated with the City of Oelwein within 30 days of the project completion date set forth in contract #22-WS-021 and an Addendum to this Contract will be executed for the additional fees upon mutual agreement of both parties. UERPC will invoice the City of Oelwein an hourly rate between \$80 - \$82 to be negotiated at the time of occurrence. Travel and any other direct charges related to the additional meetings will also be invoiced.

SECTION 4. Personnel

The Administrator represents that it has, or will acquire, all personnel necessary in performing the services under this Contract.

SECTION 5. Property

The Administrator shall be free to acquire or use its own existing property, real or personal, as it deems necessary in the performance of work under this Contract.

SECTION 6. Services to be Furnished to the Administrator

All reports, data, maps or other public documents and information necessary to the performance of work under this Contract shall be made available to the Administrator.

SECTION 7. Records Retention and Availability

The Administrator and the City of Oelwein must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the Administrator shall make available to the City of Oelwein, the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

SECTION 8. Civil Rights and Other Regulations

In connection with carrying out this Contract, the City of Oelwein and the Administrator agree to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259.
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

SECTION 9. Restriction on Lobbying

We certify, to the best of our knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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.
- ii. 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient 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."

Lead-Safe Housing Regulations (As Applicable)

24 CFR Part 35 et al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule.

Recycled Materials

We agree to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

All Contracts In Excess of \$10,000

Federal Executive Order 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the administrator agrees as follows:

- (1) The administrator will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The administrator will, in all solicitations or advertisements for employees placed by or on behalf of the administrator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The administrator will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the administrator's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The administrator will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The administrator will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the administrator's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the administrator may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The administrator will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub administrator or vendor. The administrator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the administrator becomes involved in, or is threatened with, litigation with a sub administrator or vendor as a result of such direction by the contracting agency, the administrator may request the United States to enter into such litigation to protect the interests of the United States."

All Contracts in Excess of \$100,000

Clean Air and Water Acts:

Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).

Section 508 of the Clean Water Act (33 U.S.C. 1368).

Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third-party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

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

- (1) The administrator will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The administrator agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The administrator agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities,

Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

- (4) The administrator agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subadministrator to take such action as the Government may direct as a means of enforcing such provisions.

All Construction Contracts in Excess of \$2,000

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix Two under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

Housing and Urban Development Act of 1968-Section 3 Clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker hours goals, despite its efforts to comply with the provisions of this clause.
- F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.

- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

*-A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

SECTION 10. Termination

Either party may terminate this Contract in whole or part, in writing, if the other party substantially fails to fulfill its obligations under this contract through no fault of the terminating party. However, no such termination may be affected unless the other party is given: 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) and opportunity for consultation with the terminating party before termination. The method of final payment would be determined by actual costs associated with the project up to date of termination.

This Contract will be subject to renegotiation in the case of: 1) increased or decreased volume of services; 2) changes required by federal or state laws or regulations; 3) changes required by the City of Oelwein and/or Administrator; 4) monies available affecting the substance of this Contract.

Parties to this Contract must concur to revisions of this contract by an addendum signed by the authorized representatives of both parties.

Failure to comply with any part of this Contract may be considered cause for revision, suspension, or termination. If the City of Oelwein finds it necessary to terminate this contract prior to the expiration date of this Contract, for reasons other than non-performance by the Administrator, actual approved costs incurred by the Administrator may be reimbursed in an amount determined by mutual agreement of both parties. The City of Oelwein reserves the right to cancel any agreement in whole or in part without penalty due to failure of the Administrator to comply with terms, conditions, and specifications of this Contract.

PASSED and APPROVED

Upper Explorerland Regional Planning Commission

The City of Oelwein

Date

Date

Rachelle Howe, Executive Director

Brett Devore, Mayor

ATTEST: Diana Johnson, Economic Development
Department Head

ATTEST: Dylan Mulfinger, City
Administrator

SCOPE OF SERVICES

The Upper Explorerland Regional Planning Commission shall assist in compliance with Iowa Economic Development Authority (IEDA) and other federal requirements; 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:

GENERAL ACTIVITIES

Program Setup

- Meet with the grantee to review and assure understanding of terms and conditions of grant agreement with IEDA
- Set up a model for program schedule, assuring compliance with time limitations of grant contract
- Prepare and forward press releases and/or stories concerning the grant
- Maintain and promote performance standards in areas such as housing, minority participation, services to low incomes, that will help the grantee secure future grants

PROGRAM ADMINISTRATION

A. Capital Improvement Activities

- Assist engineers and architects in acquiring IEDA required contract documents, including wage determinations, etc.
- Check bid documents for IEDA compliance
- Check contracts for IEDA compliance
- Send documents to IEDA for project and contractor clearances
- Conduct on-site employee interviews
- Provide required posters and monitor posting
- Monitor subcontractor compliance with IEDA regulations
- Assist contractors in execution of IEDA required documents and assurances
- Promote and document efforts at minority participation
- Assist in monitoring and clearing change orders
- Assist in close-out

B. Record Keeping

- Assist in setting up spreadsheets for grant funds
- Assist in setting up filing system for program information maintenance
- Regularly monitor records
- Assist in executing budget amendments
- Assist in preparing drawdown forms, authorizing and making disbursements
- Assist in meeting with IEDA officials during site visits
- Assist in preparing quarterly, annual, and Grantee Performance Reports as needed
- Assist in final close-out and final audit requirements

C. Citizen Participation

- Prepare and forward all press releases, notices, etc. as required by IEDA
- Assist in processing all citizen complaints, proposals, etc.
- Assist citizens and citizen groups in participation activities as directed by the grantee

PROJECT DELIVERY

- Assure environmental compliance for all phases of grant
- Monitor payrolls for Davis-Bacon compliance
- All other items as needed for CDBG compliance

The above outline is generally specific, but some areas may have more detailed requirements implied, but not listed.

Upper Explorerland Regional Planning Commission will assist the grantee with these requirements unless special requests are made to the Executive Director or governing body of the grantee.