

City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

MAYOR: Warren Woods
COUNCIL: Larry Wynn, Randy White, Loyal Winborn, Betty Shelton, Marsha Wilson, Larry Wagner, Terri Koets
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CITY ATTORNEY: Skip Kenyon

**Special Meeting Agenda
City Hall/Restored Depot
Council Chambers
August 24, 2010**

8:00 AM

Last updated: 08/20/2010 10:39 AM

- 1. Call Meeting to Order**
- 2. Roll Call**
- 3. Consideration of Agenda**
- 4. New Business**
 1. Resolution to accept bids and approve contract for asbestos removal at 801 West Jefferson as part of NSP
 2. Resolution to accept bids and approve contract for demolition of 801 West Jefferson as part of NSP
 3. Resolution to accept bids and approve contract for energy rating services as part of NSP
 4. Resolution to accept bids and approve contract to rehabilitate 505 North Elm as part of NSP
 5. Resolution to accept bids and approve contract to rehabilitate 407 South Vine as part of NSP
- 5. Adjournment**

CONTRACT FOR ASBESTOS REMOVAL SERVICES
City of Creston
NSP Program

This contract is for professional asbestos removal services and represents the contractor's authorization to remove and dispose of asbestos containing materials as described from the survey from the properties identified by City of Creston. In addition, you shall perform the report as an independent contractor and not as an employee/partner, principal, nor agent of the City of Creston.

The fee for asbestos removal services rendered shall total **\$2,500**. The project area for these services shall be confined to the property at **801 W Jefferson Street in Creston, Iowa**.

The removal and disposal of asbestos containing materials shall be performed by Certified and AHERA trained workers. All work shall be completed in accordance with EPA, OSHA, and DNR regulations, standards, codes and using proper removal and disposal techniques as outlined in the Procedure Manual, updated in June 2008, and filed with the Department of Labor with the application for licensing. Air monitoring and analysis shall be performed as a part of the above services as well.

The date of contract completion shall be on or before **SEPTEMBER 30, 2010** and all work related to the removal and disposal of asbestos containing materials from these properties is to be completed by this date.

The following conditions will be in place:

1. Access and Maintenance of Records

The contractor 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 contractor shall make available to the Iowa Department of Economic Development, the Iowa Finance Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, City of Creston, and Southern Iowa Council of Governments 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.

2. Civil Rights

The contractor must comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

Iowa Civil Rights Act of 1965 (Iowa Executive Orders 15 and 24).

Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).

The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)

Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
Title VIII of the Civil Rights Act of 1968, as amended.
Federal Executive Order 11063, as amended by Executive Order 12259.
Federal Executive Order 11246, as amended.

3. Termination Clause

If performance under this contract is not done in a timely and professional manner this contract may be terminated with a notice from the City of Creston by certified letter giving a thirty-day notice. Payment will be made in full for services completed when final report is received.

4. Certification Regarding Government-wide Restriction on Lobbying.

The Grantee certifies, to the best of his or her knowledge and belief, that:

- I. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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 the Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosures Form to Report Federal Lobbying" in accordance with its instruction.
- III. The Grantee shall require that the language of this certification be included in the awards documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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."

5. Federal Assurances

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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 contractor 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 contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor 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 contractor'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 contractor 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 contractor 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 contractor'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 contractor 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 contractor 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 subcontractor or vendor. The contractor 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 contractor becomes involved in, or is threatened with, litigation with a

subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

In addition to all preceding provisions, the contractor agrees to the Federal Labor Standards Provisions and the terms of Section 3 of the Housing and Urban Development Act of 1968 included in Attachment A of this contract.

The City of Creston is the client for these services. All billings should be made out to the City of Creston and sent to:

City of Creston
c/o Lisa Williamson, City Clerk
116 W Adams St.
Creston, Iowa 50801

Billings should have the business letterhead on the invoice with the property address and name on the bill. Certification that all asbestos containing materials have been removed from the subject properties is to be sent to the above address as well.

I/WE agree to the terms of this engagement letter:

CONTRACTOR:

[name] , Mid-Iowa Environmental

CITY OF Creston:

Warren Woods, Mayor

ATTEST:

Lisa Williamson, City Clerk

CONTRACT FOR DEMOLITION SERVICES
City of Creston
NSP PROGRAM

This contract is for professional demolition services and represents the contractor's authorization to demolish and dispose of the residential structures at **801 W Jefferson Street** as described in the bid solicitation by City of Creston. In addition, you shall perform and report as an independent contractor and not as an employee/partner, principal, nor agent of the City of Creston.

The fee for demolition services rendered shall total **\$11,500**.

The project area for these services will be limited to the property identified above by City of Creston.

The demolition of this property shall include the removal of all structures from the subject property, the removal of the foundation and backfill of any previously excavated basement, removal of trees and other vegetation, provide access to City employees to inspect the sewer line at the subject property, sale or recycling of any salvageable material, proper disposal of waste material, and disconnection of utility lines and service connections at the existing subject property. The contractor must comply with all applicable federal, state and local regulations identified in the bid solicitation.

Work shall not commence until the Contractor has received a Notice to Proceed from the City of Creston, certifying that all asbestos hazards have been removed from the property. The date of contract completion shall be on or before **DECEMBER 1, 2010**, and all work related to the demolition of this property is to be completed by this date.

The following conditions will be in place:

1. Access and Maintenance of Records

The contractor 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 contractor shall make available to the Iowa Department of Economic Development, the Iowa Finance Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, City of Creston, and Southern Iowa Council of Governments 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.

2. Civil Rights

The contractor must comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

Iowa Civil Rights Act of 1965 (Iowa Executive Orders 15 and 24).

Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).

The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)

Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).

Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Title VIII of the Civil Rights Act of 1968, as amended.

Federal Executive Order 11063, as amended by Executive Order 12259.

Federal Executive Order 11246, as amended.

3. Termination Clause

If performance under this contract is not done in a timely and professional manner this contract may be terminated with a notice from the City of Creston by certified letter giving a thirty-day notice. Payment will be made in full for services completed when final report is received.

4. Certification Regarding Government-wide Restriction on Lobbying.

The Grantee certifies, to the best of his or her knowledge and belief, that:

- I. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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 the Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosures Form to Report Federal Lobbying" in accordance with its instruction.
- III. The Grantee shall require that the language of this certification be included in the awards documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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."

5. Federal Assurances

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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 contractor 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 contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor 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 contractor'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 contractor 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 contractor 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 contractor'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 contractor 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 contractor 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 subcontractor or vendor. The contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6. Contractor Insurance

- (1) The Contractor shall submit a Certificate of Insurance Coverage to the City of Creston, and no cancellation or change shall be permitted without written notice of such change or cancellation, which must be submitted to the City ten (10) days prior to such alteration. If coverage is due to expire during the contract period, a new Certificate of Insurance Coverage shall be presented to the City.
- (2) It is further specifically stipulated that the contractor's insurance coverage shall include an endorsement, by the Contractor's insurance carrier, that so far as the Contractor's insurance is concerned, it is specifically agreed that said insurance carrier shall never, in connection with any tort litigation arising under said coverage herein, assert the defense of non-liability based upon the fact that the City of Creston is a governmental instrumentality and immune to suit.

In addition to all preceding provisions, the contractor agrees to the Federal Labor Standards Provisions and the terms of Section 3 of the Housing and Urban Development Act of 1968 included in Attachment A of this contract.

The City of Creston is the client for these services. All billings should be made out to the City of Creston and sent to:

City of Creston
c/o Lisa Williamson, City Clerk
116 W Adams St.
Creston, Iowa 50801

Billings should have the business letterhead on the invoice with the property address and name on the bill. Certification that all materials have been properly disposed of and utility lines have been capped at the subject properties is to be sent to the above address as well.

I/WE agree to the terms of this contract:

CONTRACTOR:

Trent Holliday, Owner, H&H Commercial Services

CITY OF CRESTON:

Warren Woods, Mayor

ATTEST:

Lisa Williamson, City Clerk

CONTRACT FOR RESIDENTIAL REHABILITATION
City of Creston
Neighborhood Stabilization Program

This Contract is entered into by and between the City of Creston, Iowa 50801, (hereinafter referred to as the "**City of Creston**") and Frey Construction, 502 W Montgomery Street, Creston, Iowa 50801 (hereinafter referred to as the "**CONTRACTOR**"). This Contract stipulates the terms by which the house at 505 N Elm Street in Creston, Iowa shall be rehabilitated as a part of the City of Creston's Neighborhood Stabilization Program.

GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Invitation to Bid and shall be an irrevocable and continuing Bid and Proposal, which the City of Creston may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the Creston upon approval of program funds from the Community. If such program funds are not approved, the entire Bid and Proposal is null and void. The City of Creston has retained the Southern Iowa Council of Governments to provide assistance in the administration of this contract.
3. The Southern Iowa Council of Governments is obligated to issue a written Notice to Proceed. No work shall be commenced by the CONTRACTOR until such notice has been received.
4. The CONTRACTOR shall commence work within fifteen (15) days after issuance of the Notice to Proceed.
5. The CONTRACTOR shall satisfactorily complete all work within **(60)** calendar days after the issuance of the Notice to Proceed, unless an extension is granted by the Community in the form of a written change order. The City and Contractor recognize that time is of the essence in this agreement and the City will suffer additional losses if the work is not completed within the time specified. They also recognized the difficulties in a legal proceeding proving the actual loss suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for the delay (but not as a penalty) the Contractor shall pay to the City (deducted from the progress payment retention) TWENTY DOLLARS (\$20.00) for each day that expires after 75 days from the issue date on Notice to Proceed.
6. Payment under this Contract shall be:

Progress payments shall be made based on the percentage of work items completed, with an amount not to exceed twenty (20) percent withheld until such time all work is completed, inspected and approved by the Community's program administrator and the City of Creston. Requests for progress payments and final payment shall be made by using the standard forms provided by the Community and no payments shall be disbursed until all required lien waivers and manufacturer's warranties have been delivered by the CONTRACTOR to the Community or its Program Administrator, and the City of Creston and its Program Administrator has inspected, approved and verified the completed work claimed.
7. Measurements stated in the Proposal, Specifications, and Bid Document. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications or Drawings will be completely provided for. The intent of the Project Specifications is to serve as guidelines, and any omissions in the description of workmanship do not relieve the CONTRACTOR of delivering a completed project in a satisfactory workmanlike manner, in accordance with generally accepted practices.
8. The CONTRACTOR shall be required and agrees to:
 - A. Furnish evidence of the following minimum insurance coverage and limits:

Class of Coverage

Bodily Injury

Property Damage

Manufacturer and Contractors	\$100,000 / \$300,000	\$100,000
Independent Contractors	\$100,000 / \$300,000	\$100,000
Product (Including Completed Operations)	\$100,000 / \$300,000	\$100,000
Automobile (Owner, Hired or Leased)	\$100,000 / \$300,000	\$100,000
Workmen's Compensation	Statutory / \$100,000	

The CONTRACTOR shall submit a Certificate of Insurance Coverage to the City of Creston or its Program Administrator for approval, and no cancellation or change shall be permitted without a written notice of such change or cancellation, which must be presented to the Community or its Program Administrator ten (10) days prior to any such alteration.

If coverage is due to expire during the contract period, a new Certificate of Insurance Coverage shall be presented to the Community or its Program Administrator. It is further specifically stipulated that the contractor's insurance coverage shall include an endorsement, by the CONTRACTOR'S insurance carrier, that so far as the CONTRACTOR'S insurance coverage is concerned, it is specifically agreed that said insurance carrier shall never, in connection with any tort litigation arising under said coverage herein, assert the defense of non-liability based upon the fact that the City of Creston is a governmental instrumentality and is immune to suit.

- B. Obtain and pay all permits and licenses necessary for the execution and completion of the work and labor to be performed.
- C. Perform all work in accordance with the Project Specifications or Drawings (if applicable). Where the Project Specifications or Drawings (if applicable) are silent or ambiguous, the CONTRACTOR shall immediately contact the Community's Program Administrator for appropriate direction or instructions. If the Project Specifications or Drawings (if applicable) conflict with local codes or ordinances, the more stringent requirement shall apply. The rehabilitation of residential structures with assistance provided under this Contract is subject to Title IV of the Lead Based Paint Poisoning Prevention Act (42 USC 4831) as implemented through regulations contained in 24 CFR, Part 35. Only first class materials shall be used, unless otherwise specified.
- D. All contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375: "During the performance of this Contract, the CONTRACTOR agrees as follows:
 1. The CONTRACTOR will not be discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 3. The CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the CONTRACTOR'S non-compliance with the nondiscrimination clause of this Contract or with any such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 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 CONTRACTOR will include the provisions of Paragraphs (l) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
- E. The premises shall be kept clean and orderly by the CONTRACTOR during the course of the work, and all debris shall be removed at the completion of the work. Materials and equipment that are removed and replaced as part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the Community or its Program Administrator.
- F. Assignments or modifications of this Contract shall not be made without written consent from the City of Creston. Such a request shall be made in writing and shall be addressed to the Community's Program Administrator.
- G. Work performed under this Contract shall be guaranteed for a minimum period of one (1) year from the date of final acceptance. All manufacturers' and suppliers' written guarantees and warranties covering materials, supplies and equipment furnished under this Contract shall be given to the City of Creston in care of the Community's Program Administrator.
- H. The City of Creston and its Program Administrator shall be permitted to examine and inspect the work on a continuing basis.
9. The CONTRACTOR will defend, indemnify and hold harmless the City of Creston and its Program Administrator and its officers, commissioners and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
10. The CONTRACTOR shall protect, defend and indemnify the City of Creston from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until the Community's Program Administrator has received complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed satisfactory to the City of Creston and to the satisfaction of the Community's Program Administrator.

11. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, and approved by the City of Creston. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability. No work shall be done until written change orders are executed and signed.
12. No public official, or board or commission member of the City of Creston, or employee of Community's Program Administrator shall have any interest, direct or indirect, in this Contract.
13. The Contract consists of the:
 1. The Proposal, Specifications, and Bid Document
 3. The Contractor's Bid;
 4. The Notice of Award;
 5. The Notice to Proceed

14. Grievance and Dispute Resolution

Step 1: Any grievances or disputes arising between a property owner and the contractor(s) will initially be mediated by the community's program administrator and/or rehabilitation technician. It is the grieving (or disputing) party's obligation to contact the community's program administrator and/or rehabilitation technician with a detailed account of the issue(s) comprising the grievance or dispute. The program administrator and/or rehabilitation technician will make a determination of resolution on the issue(s) brought to their attention and convey to both the City of Creston and the contractor a course of action to be taken, in what time frame, and by whom.

Step 2: Should either party contest the community's program administrator's and/or rehabilitation technician's initial decision, a request for an appeal hearing by the community's City Council (Rehabilitation Committee) may be made. This request must be made in writing. The Community's Rehabilitation Committee will set a date, time and place for this appeal hearing and notify the parties of same. The Rehabilitation Committee will make their determination at, or shortly after, their meeting and convey their determination of resolution to the issue(s) raised, in writing, to both parties. The Rehabilitation Committee's determination will convey to both parties a course of action to be taken, in what time frame, and by whom.

Step 3: Should either party contest the Rehabilitation Committee's decision, a request to appeal this decision may be made to the community's governing body (i.e., mayor and city council; chair and board of supervisors; etc.). The decision of the community's governing body will be conveyed, in writing, to both parties. The governing body's determination will convey a course of action to be taken, in what time frame, and by whom. The decision of the community's governing body will be final and binding on all parties.

Step 4: In the event that the grievance or dispute remains unresolved to the satisfaction of either party, the right to file legal action remains the last and only recourse available to the grieving or disputing party.

Should a grievance or a dispute arise between either the City of Creston or the contractor and the community's program administrator and/or rehabilitation technician, the procedure to follow is the same as described above, except that Step 1 would be omitted.

Written grievances or disputes that are received by the IDED directly from a contractor or a representative of the contractor will be forwarded to the community for resolution. Resolution is to follow the above described process.

15. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the City of Creston may, after seven (7) days written notice from the Community's Program Administrator to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the City of Creston.

The City of Creston reserves the right, upon recommendation of the Community's Program Administrator, to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action

which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and professional manner. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- A. Failure by the CONTRACTOR to keep scheduled appointments with the City or the Community's Program Administrator.
- B. Flagrant disregard by the CONTRACTOR of the rights of the City of Creston under this Contract, including the misrepresentation of any provision of the Project Specifications or Drawings (if applicable).
- C. Consistent production of unacceptable work by the CONTRACTOR.

The Community's Program Administrator shall be the interpreter of the conditions of termination of this Contract and the sole judge of its performance. The Community's Program Administrator shall further provide the CONTRACTOR seven (7) days written notice of termination and the CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.

- 16. Neither the final payment nor any provision of this Contract, nor partial or entire use of occupancy of the premises by a new OWNER shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability with respect to any express warranties or responsibility for faulty materials or installation. The CONTRACTOR shall promptly remedy any defects in the work performed hereunder, and pay for any damage to the building or its contents resulting therefore, which may appear within a period of one (1) year from the date of final acceptance of the work. The OWNER shall give prompt written notice of observed defects in materials or installation to the CONTRACTOR and to the Community's Program Administrator.
- 17. Final payment will be made to the CONTRACTOR when the Community's Program Administrator determines, within thirty (30) days after a final inspection, that all work provided for in the Contract has been satisfactorily completed in a satisfactory and workmanlike manner, and in accord with all other conditions of the Contract. The City of Creston hereby agrees to execute the necessary documents to release final payment once the Program Administrator has declared the CONTRACTOR'S performance complete and has approved final payment. If the City or CONTRACTOR wish to contest the Program Administrator's determination regarding final payment, procedures as set forth in Item #14 of this contract shall be followed.
- 18. Nothing contained herein shall establish the City of Creston in this Contract as other than a grantor of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the Community in general.
- 19. Prior to executing this Contract, the CONTRACTOR certifies that he or she has thoroughly inspected the premises and has determined the conditions of occupancy, availability of temporary utilities and identified any hazards or special conditions that might arise during the course of the work. If water, electricity or telephone service is connected to the premises at the time this Contract is executed, the City of Creston shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only.

Any binding provisions between the City of Creston and CONTRACTOR shall be set forth in this Contract.

- 20. Should serious structural deficiencies and/or local code violations be found during the course of the work, and such deficiencies are such that they would not be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type of work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the City of Creston and CONTRACTOR and approved by the Community's Program Administrator through the issuance of a written change order.
- 21. The Contractor is fully responsible for the means and methods of executing the scope of work. The Contractor is specially trained in lead-safe work practices and lead hazard reduction and therefore agrees to hold the City and the agency harmless in the event of any fines from federal or local agencies concerning

the lead hazard reduction work. The CONTRACTOR agrees to immediately satisfy any and all fines or judgments presented by OSHA, EPA, the local or state health department, the applicable state lead-based paint activities certification and training program, and any other governmental agency having jurisdiction over lead hazard reduction work.

22. The CONTRACTOR certifies and represents that he or she is not now, nor has he or she ever been, barred from participating in federal contracts.
23. The CONTRACTOR and subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
24. The CONTRACTOR shall provide ready access to any books, documents, papers and records which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcriptions to the City of Creston, the Department of Housing and Urban Development, the Comptroller General of the United States, or any duly authorized representatives for a period not less than five (5) years from the date of project completion and acceptance.
25. The CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, set forth as follows:
 - A. The work to be performed under this Contract is on a project assisted basis under a program provided for by direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of said Section 3 clause. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - B. The CONTRACTOR certifies that he or she is under no contractual or other disability which would prevent compliance with the Section 3 clause.
 - C. The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the City of Creston or the Community's Program Administrator take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he or she has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of ability to comply with the Section 3 clause.
 - D. Each labor union or organization with which the CONTRACTOR has a collective bargaining agreement, contract or understanding, if any, shall be sent a notice advising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.
26. The CONTRACTOR agrees to comply with Section 109 of Title I of the Housing and Community Development Act of 1974 which provides that no person shall be excluded from participation (or employment) in, denied program benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the Community's program funds on the basis of his or her race, color, religion or religious activities, sex or national origin.
27. The CONTRACTOR agrees to comply with Title VI of the Civil Rights Act of 1964 which provides that no person shall be excluded from participation, denied benefits or subjected to discrimination because of race, color, religion, sex or national origin under any program or activity funded in whole or in part with the Community's program funds.
28. The CONTRACTOR agrees to comply with the Title VIII of the Civil Rights Act of 1968 which provides that no person shall be discriminated against in the sale, rental, financing or provision of brokerage services for housing because of race, color, religion, sex or national origin.

29. The CONTRACTOR agrees to comply with Executive Order 11063 which provides that no person shall be discriminated against in the sale, leasing, rental or disposition of residential property or use of occupancy under any program or activity receiving the Community's program funds because of race, color, religion, sex or national origin.
30. The CONTRACTOR, by entering into this Contract, does by said act warrant and represent, that to the best of their knowledge, no officer, employee, or agent of the City of Creston who exercises any function or responsibilities in connection with the carrying out of the project to which this Contract pertains, has any personal financial interest, direct or indirect, in this Contract.
31. The CONTRACTOR agrees to comply with the certification regarding government-wide restriction on lobbying as follows:
 - A. Title II of the Americans with Disabilities Act of 1990.
 - B. Iowa Civil Rights Act of 1965 (Iowa Executive Orders 34 and Iowa Code Chapter 19 B.7)
 - C. The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
 - D. Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C.794)
 - E. Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
 - F. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
 - G. Federal Executive Order 11246, as amended.
 - H. Federal Executive Order 11063, as amended by Executive Order 12259.

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

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee or 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.
- B. 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.
- C. The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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.

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish and install all the materials, supplies or equipment and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the lump sum of \$29,250. This amount includes all sales taxes and other taxes.

The undersigned agree to all provisions of this Contract.

CONTRACTOR

Officer's Signature: _____ Date: _____

CITY OF CRESTON

Representative's Signature: _____ Date: _____

ATTESTED BY:

Program Administrator's Signature: _____ Date: _____

8/20/10

BID SUMMARY FOR CRESTON NSP HOUSING REHABILITATION PROGRAM

<u>Project 407 S Vine</u>				
Creston	Hard Const.		Lead	
	COST		COST	TOTAL
Frey Construction	\$14,800		\$8,650	\$23,450
SWI Construction	\$13,518		\$6,685	\$20,203
Lynam Construction	\$14,300		\$9,050	\$23,350
Fredrickson Construction	\$13,400		\$9,600	\$23,300
<i>Davidson's Estimate</i>	\$13,038		\$9,675	\$22,713

CONTRACT FOR RESIDENTIAL REHABILITATION
City of Creston
Neighborhood Stabilization Program

This Contract is entered into by and between the City of Creston, Iowa 50801, (hereinafter referred to as the "**City of Creston**") and SWI Construction, 2451 Redwood Avenue, Lenox, Iowa 50851 (hereinafter referred to as the "**CONTRACTOR**"). This Contract stipulates the terms by which the house at 407 S Vine Street in Creston, Iowa shall be rehabilitated as a part of the City of Creston's Neighborhood Stabilization Program.

GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Invitation to Bid and shall be an irrevocable and continuing Bid and Proposal, which the City of Creston may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the Creston upon approval of program funds from the Community. If such program funds are not approved, the entire Bid and Proposal is null and void. The City of Creston has retained the Southern Iowa Council of Governments to provide assistance in the administration of this contract.
3. The Southern Iowa Council of Governments is obligated to issue a written Notice to Proceed. No work shall be commenced by the CONTRACTOR until such notice has been received.
4. The CONTRACTOR shall commence work within fifteen (15) days after issuance of the Notice to Proceed.
5. The CONTRACTOR shall satisfactorily complete all work within **(60)** calendar days after the issuance of the Notice to Proceed, unless an extension is granted by the Community in the form of a written change order. The City and Contractor recognize that time is of the essence in this agreement and the City will suffer additional losses if the work is not completed within the time specified. They also recognized the difficulties in a legal proceeding proving the actual loss suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for the delay (but not as a penalty) the Contractor shall pay to the City (deducted from the progress payment retention) TWENTY DOLLARS (\$20.00) for each day that expires after 75 days from the issue date on Notice to Proceed.
6. Payment under this Contract shall be:

Progress payments shall be made based on the percentage of work items completed, with an amount not to exceed twenty (20) percent withheld until such time all work is completed, inspected and approved by the Community's program administrator and the City of Creston. Requests for progress payments and final payment shall be made by using the standard forms provided by the Community and no payments shall be disbursed until all required lien waivers and manufacturer's warranties have been delivered by the CONTRACTOR to the Community or its Program Administrator, and the City of Creston and its Program Administrator has inspected, approved and verified the completed work claimed.
7. Measurements stated in the Proposal, Specifications, and Bid Document. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications or Drawings will be completely provided for. The intent of the Project Specifications is to serve as guidelines, and any omissions in the description of workmanship do not relieve the CONTRACTOR of delivering a completed project in a satisfactory workmanlike manner, in accordance with generally accepted practices.
8. The CONTRACTOR shall be required and agrees to:
 - A. Furnish evidence of the following minimum insurance coverage and limits:

Class of Coverage

Bodily Injury

Property Damage

Manufacturer and Contractors	\$100,000 / \$300,000	\$100,000
Independent Contractors	\$100,000 / \$300,000	\$100,000
Product (Including Completed Operations)	\$100,000 / \$300,000	\$100,000
Automobile (Owner, Hired or Leased)	\$100,000 / \$300,000	\$100,000
Workmen's Compensation	Statutory / \$100,000	

The CONTRACTOR shall submit a Certificate of Insurance Coverage to the City of Creston or its Program Administrator for approval, and no cancellation or change shall be permitted without a written notice of such change or cancellation, which must be presented to the Community or its Program Administrator ten (10) days prior to any such alteration.

If coverage is due to expire during the contract period, a new Certificate of Insurance Coverage shall be presented to the Community or its Program Administrator. It is further specifically stipulated that the contractor's insurance coverage shall include an endorsement, by the CONTRACTOR'S insurance carrier, that so far as the CONTRACTOR'S insurance coverage is concerned, it is specifically agreed that said insurance carrier shall never, in connection with any tort litigation arising under said coverage herein, assert the defense of non-liability based upon the fact that the City of Creston is a governmental instrumentality and is immune to suit.

- B. Obtain and pay all permits and licenses necessary for the execution and completion of the work and labor to be performed.
- C. Perform all work in accordance with the Project Specifications or Drawings (if applicable). Where the Project Specifications or Drawings (if applicable) are silent or ambiguous, the CONTRACTOR shall immediately contact the Community's Program Administrator for appropriate direction or instructions. If the Project Specifications or Drawings (if applicable) conflict with local codes or ordinances, the more stringent requirement shall apply. The rehabilitation of residential structures with assistance provided under this Contract is subject to Title IV of the Lead Based Paint Poisoning Prevention Act (42 USC 4831) as implemented through regulations contained in 24 CFR, Part 35. Only first class materials shall be used, unless otherwise specified.
- D. All contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375: "During the performance of this Contract, the CONTRACTOR agrees as follows:
1. The CONTRACTOR will not be discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 3. The CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the CONTRACTOR'S non-compliance with the nondiscrimination clause of this Contract or with any such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 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 CONTRACTOR 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
- E. The premises shall be kept clean and orderly by the CONTRACTOR during the course of the work, and all debris shall be removed at the completion of the work. Materials and equipment that are removed and replaced as part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the Community or its Program Administrator.
- F. Assignments or modifications of this Contract shall not be made without written consent from the City of Creston. Such a request shall be made in writing and shall be addressed to the Community's Program Administrator.
- G. Work performed under this Contract shall be guaranteed for a minimum period of one (1) year from the date of final acceptance. All manufacturers' and suppliers' written guarantees and warranties covering materials, supplies and equipment furnished under this Contract shall be given to the City of Creston in care of the Community's Program Administrator.
- H. The City of Creston and its Program Administrator shall be permitted to examine and inspect the work on a continuing basis.
9. The CONTRACTOR will defend, indemnify and hold harmless the City of Creston and its Program Administrator and its officers, commissioners and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
10. The CONTRACTOR shall protect, defend and indemnify the City of Creston from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until the Community's Program Administrator has received complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed satisfactory to the City of Creston and to the satisfaction of the Community's Program Administrator.

11. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, and approved by the City of Creston. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability. No work shall be done until written change orders are executed and signed.
12. No public official, or board or commission member of the City of Creston, or employee of Community's Program Administrator shall have any interest, direct or indirect, in this Contract.
13. The Contract consists of the:
 1. The Proposal, Specifications, and Bid Document
 3. The Contractor's Bid;
 4. The Notice of Award;
 5. The Notice to Proceed
14. Grievance and Dispute Resolution

Step 1: Any grievances or disputes arising between a property owner and the contractor(s) will initially be mediated by the community's program administrator and/or rehabilitation technician. It is the grieving (or disputing) party's obligation to contact the community's program administrator and/or rehabilitation technician with a detailed account of the issue(s) comprising the grievance or dispute. The program administrator and/or rehabilitation technician will make a determination of resolution on the issue(s) brought to their attention and convey to both the City of Creston and the contractor a course of action to be taken, in what time frame, and by whom.

Step 2: Should either party contest the community's program administrator's and/or rehabilitation technician's initial decision, a request for an appeal hearing by the community's City Council (Rehabilitation Committee) may be made. This request must be made in writing. The Community's Rehabilitation Committee will set a date, time and place for this appeal hearing and notify the parties of same. The Rehabilitation Committee will make their determination at, or shortly after, their meeting and convey their determination of resolution to the issue(s) raised, in writing, to both parties. The Rehabilitation Committee's determination will convey to both parties a course of action to be taken, in what time frame, and by whom.

Step 3: Should either party contest the Rehabilitation Committee's decision, a request to appeal this decision may be made to the community's governing body (i.e., mayor and city council; chair and board of supervisors; etc.). The decision of the community's governing body will be conveyed, in writing, to both parties. The governing body's determination will convey a course of action to be taken, in what time frame, and by whom. The decision of the community's governing body will be final and binding on all parties.

Step 4: In the event that the grievance or dispute remains unresolved to the satisfaction of either party, the right to file legal action remains the last and only recourse available to the grieving or disputing party.

Should a grievance or a dispute arise between either the City of Creston or the contractor and the community's program administrator and/or rehabilitation technician, the procedure to follow is the same as described above, except that Step 1 would be omitted.

Written grievances or disputes that are received by the IDED directly from a contractor or a representative of the contractor will be forwarded to the community for resolution. Resolution is to follow the above described process.

15. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the City of Creston may, after seven (7) days written notice from the Community's Program Administrator to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the City of Creston.

The City of Creston reserves the right, upon recommendation of the Community's Program Administrator, to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action

which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and professional manner. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- A. Failure by the CONTRACTOR to keep scheduled appointments with the City or the Community's Program Administrator.
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- C. Consistent production of unacceptable work by the CONTRACTOR.

The Community's Program Administrator shall be the interpreter of the conditions of termination of this Contract and the sole judge of its performance. The Community's Program Administrator shall further provide the CONTRACTOR seven (7) days written notice of termination and the CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.

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- 17. Final payment will be made to the CONTRACTOR when the Community's Program Administrator determines, within thirty (30) days after a final inspection, that all work provided for in the Contract has been satisfactorily completed in a satisfactory and workmanlike manner, and in accord with all other conditions of the Contract. The City of Creston hereby agrees to execute the necessary documents to release final payment once the Program Administrator has declared the CONTRACTOR'S performance complete and has approved final payment. If the City or CONTRACTOR wish to contest the Program Administrator's determination regarding final payment, procedures as set forth in Item #14 of this contract shall be followed.
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Any binding provisions between the City of Creston and CONTRACTOR shall be set forth in this Contract.
- 20. Should serious structural deficiencies and/or local code violations be found during the course of the work, and such deficiencies are such that they would not be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type of work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the City of Creston and CONTRACTOR and approved by the Community's Program Administrator through the issuance of a written change order.
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the lead hazard reduction work. The CONTRACTOR agrees to immediately satisfy any and all fines or judgments presented by OSHA, EPA, the local or state health department, the applicable state lead-based paint activities certification and training program, and any other governmental agency having jurisdiction over lead hazard reduction work.

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23. The CONTRACTOR and subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
24. The CONTRACTOR shall provide ready access to any books, documents, papers and records which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcriptions to the City of Creston, the Department of Housing and Urban Development, the Comptroller General of the United States, or any duly authorized representatives for a period not less than five (5) years from the date of project completion and acceptance.
25. The CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, set forth as follows:
 - A. The work to be performed under this Contract is on a project assisted basis under a program provided for by direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of said Section 3 clause. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
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30. The CONTRACTOR, by entering into this Contract, does by said act warrant and represent, that to the best of their knowledge, no officer, employee, or agent of the City of Creston who exercises any function or responsibilities in connection with the carrying out of the project to which this Contract pertains, has any personal financial interest, direct or indirect, in this Contract.
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 - D. Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C.794)
 - E. Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
 - F. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
 - G. Federal Executive Order 11246, as amended.
 - H. Federal Executive Order 11063, as amended by Executive Order 12259.

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

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee or 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.
- B. 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.
- C. The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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.

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish and install all the materials, supplies or equipment and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the lump sum of \$20,203. This amount includes all sales taxes and other taxes.

The undersigned agree to all provisions of this Contract.

CONTRACTOR

Officer's Signature: _____ Date: _____

CITY OF CRESTON

Representative's Signature: _____ Date: _____

ATTESTED BY:

Program Administrator's Signature: _____ Date: _____