
COMMUNITY DEVELOPMENT

Planning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement

MEMORANDUM

To: Mayor and City Council Members

Cc: Gregg Mandsager, City Administrator
Dave Gobin, Community Development Director

From: Adam Thompson, Community Development Coordinator

Date: October 6, 2015

Re: Professional Services Agreement for CDBG Grant Administration

INTRODUCTION: The City of Muscatine solicited Request for Proposals (RFP) for CDBG Downtown Revitalization Grant Administration for third-party verification for compliance with all project requirements, Davis Bacon prevailing wage requirements and to perform closeout documentation.

BACKGROUND: Funding for the activity is provided entirely by the IEDA CDBG Downtown Revitalization Grant #13-DTR-001. Proposals were received from MSA Professional Services, Southeast Iowa Regional Planning Commission and HBK Engineering. On September 28th, 2015 the RFP's were reviewed by city staff and the firms qualifications were scored based on a set of predetermined criteria. IEDA partners were consulted in the determination of the CDBG Grant Administrator. Of the responding firms, city staff and IEDA has determined South East Iowa Regional Planning Commission to be the best firm for CDBG Grant Administration.

RECOMMENDATION/RATIONALE: Based on the submitted RFP's, city staff recommends entering into a contract with Southeast Iowa Regional Planning Commission to provide Grant Administration through closeout of the CDBG Downtown Revitalization Project #13-DTR-001 in an amount not to exceed \$13,500.00.

1. Agreement

SOUTHEAST IOWA REGIONAL PLANNING COMMISSION CONTRACT FOR SERVICES WITH CITY OF MUSCATINE, IOWA

The City of Muscatine, Iowa (hereinafter "City") has applied for and been awarded a Community Development Block Grant (CDBG) by the State of Iowa Economic Development Authority (hereinafter IEDA) to complete façade work on a number of downtown buildings (REFERENCE CDBG GRANT #13-DTR-001). The City is in need of administration services for said CDBG grant, and has selected the Southeast Iowa Regional Planning Commission (hereinafter SEIRPC) through a Request for Proposal process. The City hereby contracts with SEIRPC to undertake administration services under and the terms of this contract dated this ____ day of _____, 2015.

SECTION 1. Scope of Services

SEIRPC will provide the following services:

1. Provide administrative oversight on all CDBG-related items not provided directly by SEIRPC.
2. SEIRPC shall represent the City in all program monitoring, and shall be the primary correspondent and contact with IEDA.
3. SEIRPC shall prepare and submit all reports and financial statements required by IEDA for the project.
4. SEIRPC shall provide administrative services within the purview of all applicable state and Federal statutes and regulations and any other applicable requirements pertaining to the City project including labor standards, civil rights, procurement and other applicable requirements.
5. SEIRPC shall perform all other actions necessary for the complete and expeditious administration of the City's project.

SECTION 2. Time of Performance

The services of SEIRPC shall commence on the date of the execution of this contract and shall be completed at the time of successful project closeout.

SECTION 3. Method of Payment

Payment will be due upon receipt of a billing for services rendered. Total payment to SEIRPC shall not exceed \$13,500.

Payment	Amount	Date
#1	\$3,375	Due 30 days after contract execution
#2	\$3,375	February 1, 2016
#3	\$3,375	May 1, 2016
#4	\$3,375	Due after project closeout
TOTAL	\$13,500	

SECTION 4. Personnel

SEIRPC represents that it has, or will acquire, all personnel necessary to perform the services under this contract.

SECTION 5. Property

RESERVED

SECTION 6. Records Available

At any time during normal business hours and as often as necessary, each party shall make available to IEDA, the State Auditor, the General Accounting Office, or the Department of Housing and Urban Development all financial and administrative records for their examination.

SECTION 7. Equal Opportunity in Employment

In connection with the performance of this Agreement, SEIRPC and City shall comply with Section VI of the Civil Rights Act of 1964 (78 Stat. 214) as required by 24 CFR 576.79 and Amendments and Regulations issued thereto.

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

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

Executive Order 11063

Executive Order 11246 and 11375

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 provide 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,

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 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.”

Executive Order 11625, 11432, and 12138
Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

SECTION 8. Termination by City

City may, by thirty (30) days written notice to SEIRPC terminate this contract in whole or in part at any time, either for City’s convenience or because of the reasonable failure of SEIRPC to fulfill its obligations under the contract. Upon receipt of such notice, SEIRPC shall have thirty (30) days to correct and cure any such failures. If SEIRPC is unable to correct and cure such failures, SEIRPC shall deliver to City all documents as may have been accumulated by SEIRPC in performing this contract and cease performing services hereunder.

Notwithstanding the above, SEIRPC shall not be relieved of liability to City for damages sustained by City by virtue of any breach of contract by SEIRPC.

If this contract is terminated for the convenience of City, SEIRPC shall be entitled to compensation as provided in Section 3 above.

SECTION 9. Contract Amendments

Any change or amendments to this contract will be enforceable only if made in writing and signed by authorized representatives of both City and SEIRPC. This agreement contains the entire agreement between City and SEIRPC concerning the scope of services, time of performance, payment responsibilities, termination requirements, and the respective obligations of the parties. Any prior agreements between the parties with respect to the subject matter of this contract, whether oral or written, which are not contained herein are superceded and of no force and effect.

SECTION 10. Termination by SEIRPC

SEIRPC may terminate this contract upon thirty (30) days written notice to City for its failure to comply with any applicable laws, rules or regulations within the scope of the contract or by violating terms of the contract. The notice shall specify the items which City has not complied with and City shall have thirty (30) days to correct and cure such failure. If City is unable to correct and cure such failures, SEIRPC shall have the right, at its option, to terminate its services and receive compensation as provided in Section 3 above.

SECTION 11. Accounts

The grantee shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract to the extent and in such detail as will properly reflect all cost, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which payment is claimed under this contract, as specified in Chapter 23, Iowa Administrative Code and OMB Circular A-102.

SECTION 12. Retention of Records

All records in the possession of SEIRPC pertaining to this contract shall be retained by SEIRPC for a minimum of five (5) years beginning with the date upon which the final payment to SEIRPC. All records shall be retained beyond the five-year period if audit findings have been resolved within that period. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. Additional records shall be retained in accordance with Chapter 23, Iowa Administrative Code.

City of Muscatine, Iowa

Signed _____
Gregg Mandsager, City Manager

Date: _____

Southeast Iowa Regional Planning Commission

Signed _____
Mike Norris, Executive Director

Date: _____