

CITY OF RIVERSIDE COUNCIL MEETING AGENDA
RIVERSIDE COUNCIL CHAMBERS
60 N GREENE ST
Monday, May 6, 2024 6:00 PM

The meeting will be recorded and can be viewed live by visiting the city website at www.riversideiowa.gov

NOTICE TO THE PUBLIC: This is a meeting of the City Council to conduct the regular business of the city. Every item on the agenda is an item of discussion and action if needed.

1. Call meeting to order
2. Roll Call
3. Approval of Agenda
4. Consent Agenda
 - a. Minutes
 - b. Expenditures
 - c. Alcohol Permit – Kum & Go (7)
5. **Public forum: 3 minutes per person. See guidelines for public comments at the Clerk’s table.**
6. City Engineer’s Report (Axiom)(8)
 - a. Boat Ramp
 - i. Consider resolution to approve Change Order #2 to Bowker Mechanical for Hall Park Boat Ramp (2024-37)(12)
 - ii. Consider resolution to approve Pay Application #2 to Bowker Mechanical for work completed on the Hall Park Boat Ramp(16)
 - b. Cherry Lane Extension
 - i. Consider resolution to approve the purchase of real estate Parcel 04-08-376-066 (18)
 - c. Hall Park Master Plan
 - d. Captain Kirk ADA Ramp
 - i. Consider resolution to approve Change Order #1 to All-American Concrete for Captain Kirk ADA Ramp (19)
 - ii. Consider resolution to approve Pay Application #1 to All-American Concrete for work completed on the Captain Kirk ADA Ramp (22)
 - e. Community Center
 - i. Consider resolution to approve Professional Services Agreement with Axiom Consultants for the Riverside Community Center (25)
 - ii. Work Sessions
 - f. Residential Lot Site Plan Application

CITY OF RIVERSIDE COUNCIL MEETING AGENDA
RIVERSIDE COUNCIL CHAMBERS
60 N GREENE ST

g. ADA Transition Plan

- i. Consider resolution to approve Professional Services Agreement with Axiom Consultants for ADA Transition Plan (39)

7.

City Administrator's Report

a. Lawnmower Replacement

- b. Consider resolution to approve contract with Kalona Library (50)

c. CDBG Downtown Revitalization (52)

- i. Consider resolution to approve grant administration contract with ECICOG for CDBG Downtown Revitalization Project (67)
- ii. Consider resolution to adopt required policed for CDBG funding (68)

d. Debbins Building

8. Closing Comments

9. Motion to Adjourn

RIVERSIDE CITY COUNCIL MEETING: Monday, April 15th, 2024

The Riverside City Council meeting started at 6:01 PM in the Riverside City Council Chambers. Mayor Allen Schneider called the meeting to order, with Kevin Kiene, Lois Schneider, Tom Sexton, Kevin Mills, and Ryan Rogerson present.

Motion made by Schneider, second by Sexton to approve agenda, removing 9(i) Closed Session. Passed 5-0.

Motion made by Rogerson, second by Kiene to approve consent agenda of minutes, expenditures, and March Fire Department update. Passed 5-0.

Lieutenant Chad Ellis presented the Washington County Sheriff's call report for March.

Jed Wolf, PeopleService, Inc. presented March water and wastewater reports.

Brian Boelk with Axiom Consultants, reviewed reports on Water Plant, Boat Ramp, Cherry Lane, Hall Park Plan, Birthplace ramp, Community Center, and Northern Heights Phase 2.

Sexton moved, second by Mills to pass Resolution 2024-31, approving pay request #7 to Bowker Mechanical Contractors, LLC for work completed on the Water Treatment Plant through 3-31-24 in the amount of \$2375.00. Passed 5-0.

Sexton moved, second by Kiene to open Public Hearing on FY 25 budget at 7:06 pm. There were no written or oral comments. Schneider moved, second by Sexton to close Public Hearing at 7:06 pm. Passed 5-0.

Motion by Rogerson, second by Schneider to pass Resolution #2024-32, adopting City Budget for Fiscal Year July 1, 2024 through June 30, 2025. Passed 5-0.

Schneider moved, second by Rogerson to pass Resolution 2024-33, approving Hotel/Motel grant application for the Riverside History Center in the amount of \$22,000. Passed 5-0.

Rogerson moved, second by Sexton to pass Resolution 2024-34, approving Hotel/Motel grant application for the Riverside Area Community Club in the amount of \$25,000. Passed 5-0.

Council set a Community Center work session for April 24th at 6 pm.

Schneider moved, second by Kiene to pass Resolution 2024-35, approving transfer of \$22,000 from Storm Water Fund and \$84,000 of LOST Fund to the Capital Projects Fund, per certified FY24 budget. Passed 5-0.

Sexton moved, second by Schneider to pass Resolution 2-24-36, transferring \$500,000 from General Fund, WCRF Municipal Grants, to the Capital Projects Fund. Passed 5-0.

City Council reviewed March financial and billing reports.

Sexton moved, second by Rogerson to adjourn at 7:25 pm. Passed 5-0.

Full content of city council meetings can be viewed on the city website www.riversidelowa.gov.

Community Center Work Session, April 24th, 2024 at 6:00 PM

Next Meeting- Monday, May 6th, 2024 at 6:00 PM

ATTEST:



Becky LaRoche, City Clerk



Allen Schneider, Mayor

EXPENDITURES MAY 6, 2024				
COUNCIL MEETING		BILLS		
1	ACCESS	COPIER	001-5-650-6496	\$ 188.00
2	A TECH	FD MONITOR	002-5-150-6356	\$ 84.00
3	ALLIANT ENERGY	PARKS	001-5-430-6371	\$ 305.42
4	ALLIANT ENERGY	SEWER	610-5-815-6371	\$ 1,422.02
5	ALLIANT ENERGY	CITY HALL	001-5-650-6371	\$ 301.11
6	ALLIANT ENERGY	STREET LIGHTS	001-5-230-6371	\$ 1,438.57
7	ALLIANT ENERGY	FIRE STATION	002-5-150-6330	\$ 438.57
8	ALLIANT ENERGY	WATER	600-5-810-6371	\$ 315.62
9	AXIOM CONSULTANTS	ENGINEERING	001-5-650-6407	\$ 1,925.00
10	AXIOM CONSULTANTS	WWTP	301-5-7550-6798	\$ 1,680.00
11	AXIOM CONSULTANTS	BOAT RAMP	301-5-750-6799	\$ 3,470.00
12	AXIOM CONSULTANTS	CHERRY LN EXT	301-5-750-6751	\$ 2,000.00
13	AXIOM CONSULTANTS	HALL PARK MASTER PLAN	301-5-750-6744	\$ 6,500.00
14	BECKY LaROCHE	CELL STIPEND	001-5-650-6373	\$ 50.00
15	BECKY LaROCHE	MILEAGE-AUDITOR	001-5-650-6240	\$ 25.46
16	BRYAN LENZ	CELL STIPEND	001-5-430-6373	\$ 50.00
17	COLE SMITH	CELL STIPEND	001-5-650-6373	\$ 50.00
18	COLE SMITH	MILEAGE	001-5-650-6240	\$ 104.79
19	ELECTRIC PUMP	LS-2	610-5-815-6374	\$ 770.00
20	FERGUSON	BELT CLIP UPGRADE	600-5-810-6374	\$ 1,000.00
21	HEATHER O'BRIEN	PARK REFUND	001-5-430-6325	\$ 25.00
22	IOWA FIRE CHIEFS ASSOC	MEMBERSHIP	002-5-150-6345	\$ 25.00
23	IOWA ONE CALL	LOCATES	600-5-810-6507	\$ 13.05
24	IOWA ONE CALL	LOCATES	610-5-815-6507	\$ 13.05
25	IOWA PAPER	WATER PLANT	600-5-810-6374	\$ 84.22
26	IOWA PAPER	C HALL	001-5-650-6506	\$ 114.76
27	JAMES WATERHOUSE	RG&F STORM REPAIR	680-5-950-6310	\$ 2,022.00
28	JCR	APRIL BILING	001-5-950-6499	\$ 7,397.50
29	KUM&GO	FD-FUEL	002-5-150-6350	\$ 736.53
30	LOGAN MICHEL	CELL STIPEND	001-5-210-6373	\$ 50.00
31	LYNCH DALLAS P.C.	LEGAL	001-5-640-6411	\$ 837.50
32	MADELEINE WESTFALL	PARK REFUND	001-5-430-6325	\$ 25.00
33	MENARDS	SHOP	001-5-210-6372	\$ 105.18
34	MENARDS	PARKS	001-5-430-6325	\$ 54.94
35	MID AMERICAN ENERGY	SHOP	001-5-210-6371	\$ 113.15
36	MID AMERICAN ENERGY	RVFD	002-5-150-6330	\$ 179.27
37	MID AMERICAN ENERGY	C HALL	001-5-650-6371	\$ 37.43
38	OFFICE EXPRESS	INVOICE PAPER	600-5-810-6506	\$ 99.99
39	OFFICE EXPRESS	INVOICE PAPER	610-5-815-6006	\$ 99.99
40	PEOPLE SERVICES	SERVICE	600-5-810-6500	\$ 12,623.00
41	PEOPLE SERVICES	SREVICE	610-5-815-6500	\$ 12,623.00
42	PSC	VETS PK FOUNTAIN	001-5-430-6325	\$ 141.73
43	PYRAMID	WEED HEADS	001-5-430-6325	\$ 55.84
44	STC	CITY HALL	001-5-650-6373	\$ 168.44
45	STC	FD	002-5-150-6332	\$ 203.44
46	STC	SHOP	001-5-210-6373	\$ 40.83
47	STC	WWTP	610-5-815-6373	\$ 40.83
48	STC	WTP	600-5-810-6373	\$ 40.83
49	VEENSTRA & KIMM	WTP ENGINEERING	301-5-750-6765	\$ 3,414.94
50	WALSH DOOR	CITY HALL	001-5-650-6310	\$ 6,275.00
51	WASH CO AUDITOR	LAW CONTRACT	001-5-630-6490	\$ 55,100.25
52	TOTAL BILLS*****			\$ 124,880.25
53				
54	DELTA DENTAL	BILLING-MAY	001-5-430-6150	\$ 192.58
55	CORE&MAIN	2 SERVICE BOX WRENCH	600-5-810-6374	\$ 140.00
56	IBM	STREAMING	001-5-650-6494	\$ 98.75
57	KIRKWOOD CC	16 CPR CLASSES	002-5-150-6354	\$ 144.00
58	WELLMARK	BC/BS	001-5-620-6150	\$ 2,063.41
59	UL LLC	LADDER TRUCK INSPECTION	002-5-150-6352	\$ 2,864.94
60	US CELLULAR	FD	002-5-150-6332	\$ 72.45
61	VERIZON	GATEWAYS	600-5-810-6373	\$ 63.58
62	LINCOLN NAT'L LIFE	APRIL INSURANCE	001-5-620-6150	\$ 309.56
63	VRBAN FIRE	SPRINKLER/BACKFLOW TEST	002-5-150-6310	\$ 265.00
64	*****	TOTAL PAID BILLS		\$ 5,949.27
65	*****	TOTAL EXPENDITURES		\$ 131,094.52

66					
67	EXPENDITURES by FUND				
68	GENERAL FUND		\$	76,870.20	
69	FIRE DEPARTMENT		\$	5,013.20	
70	ROAD USE FUND		\$	-	
71	CASINO FUND		\$	-	
72	CAPITAL PROJECTS		\$	17,839.94	
73	WATER FUND		\$	14,380.29	
74	SEWER FUND		\$	14,968.89	
75	STORM WATER		\$	2,022.00	
76	TOTAL EXPENDITURES		\$	131,094.52	

Becky LaRoche

From: noreply@salesforce.com on behalf of IOWA ABD Licensing Support
<licensingnotification@iowaabd.com>
Sent: Wednesday, April 24, 2024 3:01 PM
To: Becky LaRoche
Cc: licensingnotification@iowaabd.com
Subject: Application App-199692 Ready for Review

Hello,

Application Number App-199692 has been set to "Submitted to Local Authority" status and is currently ready for your review.

Corp Name: Kum & Go LC

DBA: Kum & Go # 80

License Number: LE0001847

Application Number: App-199692

Tentative Effective Date: 7/1/2024

License Type: Class E Retail Alcohol License (LE)

Application Type: Renewal

Amendment Type:

Thank you.

NOTICE: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

ENGINEER'S REPORT

PROJECT: City of Riverside
DATE: April 29, 2024
TO: City Council
TOPIC: Project Updates

Boat Ramp

- Final walk through completed 4/30/24, with final Punchlist developed and attached.
- Pay Application submitted for review and approval.

Cherry Lane

- Coordination continues as it relates to alignment and impacts to Bower property and Riverside Elementary School property.
- Further direction is needed from the City to continue with design and development of construction drawings.

Hall Park Master Plan

- DRAFT layout of proposed amenities attached for further discussion.
- Discussion on future work session and/or public meeting.

Captain Kirk Birthplace

- Awaiting fabrication of railing to be installed along ramp.
- City coordinating with local landscaping company to provide final restoration.
- Pay Application submitted for review and approval.

Community Center

- City Council Work Session completed, and direction provided for moving forward.
- Professional Services Agreement with Axiom provided for review and approval.

Residential Lot Site Plan Application

- Developed DRAFT copy to discuss with David and Cole.
- To present to City Council in the future.

ADA Transition Plan

- Professional Services Agreement with Axiom provided for review and approval.

PUNCHLIST

Axiom Project Title: Riverside Hall Park Boat Ramp

Axiom Project #: 23-0149

Date: November 15th, 2023

Attendees: James Kurth, Cole Smith, Bryan Lenz, Allison Wagner

CIVIL

- Bring in dirt from City stockpile and place over low spots and rocky areas. See images A & B.
- Hand seed newly placed dirt
- Remove larger rocks from seeded areas
- Remove fallen tree on East side of project limits. See image C.
- Contractor to provide City with color used for boat ramp sign

Images A & B



Image C



RESOLUTION #2024-XX

RESOLUTION APPROVING CHANGE ORDER #2
TO BOWKER PINNACLE MECHANICAL
FOR HALL PARK BOAT RAMP PROJECT

Whereas, the City of Riverside City at the recommendation of the City Engineering Firm, Axiom Consultants, Brian Boelk, and it is the opinion of the City Engineering Firm that the City Council accept this change order for Bowker Pinnacle Mechanical for extra seeding and mulching in the Washington County ROW of boat ramp area.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Change Order #2 in the amount of \$1,620.00

It was moved by Councilperson _____ seconded by Councilperson _____, to approve the foregoing resolution.

Roll Call: Sexton, Schneider, Kiene, Mills, Rogerson

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 6th day of May, 2024.

Signed: _____ Date _____

Allen Schneider, Mayor

Attest: _____ Date _____

Becky LaRoche, City Clerk

Date of Issuance: April 15, 2024

Effective Date: April 15, 2024

Owner: City of Riverside Iowa

Owner's Contract No.:

Contractor: Bowker Pinnacle Mechanical

Contractor's Project No.:

Engineer: Axiom Consultants

Engineer's Project No.: 23-0149

Project: Hall Park Boat Ramp Phase I

Contract Date: February 06, 2024

The Contract is modified as follows upon execution of this Change Order:

Description: Extra seeding and mulching in the area where the County ROW trees were removed.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: Verbal value \$ 135,880.20	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: Verbal value \$ 1,620.00	Adjustments of This Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: Verbal value \$ 137,500.20	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Burns</u> Engineer	By: _____ Owner	By: _____ Contractor
Title: Principal/Owner	Title: _____	Title: _____
Date: April 15, 2024	Date: _____	Date: _____

RECOMMENDED:		
By: _____ Architect	_____	_____
Title: _____	_____	_____
Date: _____	_____	_____



EXHIBIT A

Breakdown of Individual Requests

#	ITEM	COST	NOTES
1	Seeding & Mulching	\$1,620.00	Seeding and Mulching in Washington County ROW area where trees were removed (reference Change Order No. 1).
APPROVED:			
DENIED:			
TOTAL COSTS: \$1,620.00			

EXHIBIT B

Change Order No. 2 from Bowker Pinnacle Mechanical.

RECEIVED



CHANGE ORDER #2

TO: CITY OF RIVERSIDE

Date:
4/15/2024

RE: RIVERSIDE, IA, BOAT RAMP
Bid Date: Thursday, January 25, 2024

We are pleased to offer the following quotation:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	SEEDING AND MULTCHING	0.27	ACRES	\$ 6,000.00	\$1,620.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					

Total

\$ 1,620.00

RESOLUTION #2024-XX

RESOLUTION APPROVING PAY REQUEST #2 TO BOWKER
MECHANICAL CONTRACTORS LLC FOR THE
HALL PARK BOAT RAMP PROJECT

Whereas, the City of Riverside City at the recommendation of the City Engineering Firm, Axiom Consultants, Brian Boelk and it is the opinion of the City Engineering Firm that the City Council accept this pay request #2 in the amount of \$43,091.69 for payment of this project.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Pay Request #2 for work done on the Hall Park Boat Ramp Project through 4/16/24.

It was moved by Councilperson _____, seconded by Councilperson _____ to approve the foregoing resolution.

Roll Call: Sexton, Schneider, Kiene, Mills, Rogerson

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 6th day of May 2024.

Signed: _____ Date _____

Allen Schneider, Mayor

Attest: _____ Date _____

Becky LaRoche, City Clerk

CONTRACTOR PAY REQUEST

Project: 23-0149.1
Hall Park Boat Ramp Phase I
Contractor: Bowker Mechanical Contractors, LLC

Pay Request No. 2 Date: 4/16/2024

Completed	\$ 137,500.20	Contract Amt	\$ 137,500.20
Previous Pmt	\$ 87,533.50		
Total Est	\$ 49,966.70	% Completed	100.00%
Retain	\$ 6,875.01*	Total Retainage for Pay App 1 & 2	
NET PAYMENT	\$ 47,468.37	Paid to Date	\$ -
	**\$43,091.69		

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	TOTAL ITEM VALUE	QUANTITY COMPLETE	COMPLETED VALUE
1	CLEARING & GRUBING	LS	1	\$ 10,900.00	\$ 10,900.00	100%	\$ 10,900.00
2	TOPSOIL - STRIP, STOCKPILE & RESPREAD	CY	400	\$ 5.00	\$ 2,000.00	400	\$ 2,000.00
3	EARTHWORK	CY	1550	\$ 5.75	\$ 8,912.50	1550	\$ 8,912.50
4	STROM SEWER, 36" PVC	LF	68	\$ 94.70	\$ 6,439.60	68	\$ 6,439.60
5	STROM MANHOLE, SW-401 - 7" DIA.	EA	2	\$ 7,500.00	\$ 15,000.00	100%	\$ 15,000.00
6	STORM STRUCTURES, 36" FES	EA	1	\$ 4,430.00	\$ 4,430.00	1	\$ 4,430.00
7	RIP RAP, CLASS B	TON	684	\$ 60.00	\$ 41,040.00	684	\$ 41,040.00
8	MODIFIED SUBBASE	TON	325	\$ 26.30	\$ 8,547.50	325	\$ 8,547.50
9	MACADAM SUBBASE, 18"	TON	683	\$ 28.20	\$ 19,260.60	683	\$ 19,260.60
10	SIGNAGE	LS	1	\$ 2,450.00	\$ 2,450.00	100%	\$ 2,450.00
11	TRAFFIC CONTROL	LS	1	\$ 3,100.00	\$ 3,100.00	100%	\$ 3,100.00
12	EROSION CONTROL MEASURES	LS	1	\$ 3,000.00	\$ 3,000.00	100%	\$ 3,000.00
13	SEEDING & MULCH - PERMANENT - TYPE 1	AC	0.5	\$ 6,000.00	\$ 3,000.00	0.5	\$ 3,000.00
14	MOBILIZATION	LS	1	\$ 5,000.00	\$ 5,000.00	100%	\$ 5,000.00
CO-1	CLEARING & GRUBBING OF TREES IN WASHINGTON COUNTY ROW OF BOAT RAMP AREA	LS	1	\$ 2,800.00	\$ 2,800.00	100%	\$ 2,800.00
CO-2	SEEDING & MULCHING	AC	0.27	\$ 6,000.00	\$ 1,620.00	27%	\$ 1,620.00
							\$ -
					\$ 137,500.20		\$ 137,500.20

Original Contract Amount: \$133,080.20
Change Order No. 1 Amount: \$2,800.00
Change Order No. 2 Amount: \$1,620.00
Final Contract Amount: \$137,500.20

* Payment from the City on Pay Application No. 1 included the retainage of \$4,376.68.

** The Payment for Pay Application No. 2 will be reduced by the amount of \$4,376.68.

Retention will be paid on the Final Pay Application (release of retainage) once all Punchlist Items are completed and the Contractor submits their Final Pay Application to Axiom Consultants for review & approval.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PURCHASE OF REAL PROPERTY
KNOWN BY PARCEL NO. 04-08-376-066.

WHEREAS, the City Council of the City of Riverside, Iowa, for the purpose of a municipal road project, deems it necessary or desirable, to purchase the following described parcel of real property ("Property") situated in the City of Riverside, Washington County, Iowa, locally known as (Parcel No. 04-08-376-066), and being legally described as follows:

LOT FORTY-FIVE (45) IN PART TWO (2) IN HIGHLAND
HEIGHTS ADDITION TO RIVERSIDE, IOWA; IN
WASHINGTON COUNTY, IOWA; and

WHEREAS, the owners of the Property, Charles F. Bower and Mariellen F. Bower ("Sellers"), have agreed to sell the Property to the City of Riverside for the sum of Forty-Five Thousand and 00/100 Dollars (\$45,000.00); and

WHEREAS, the Council finds acquisition of the Property to be in the best interest of the City and its residents.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Riverside, Iowa, that the City's purchase of the Property is hereby authorized and approved; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk of the City of Riverside, Iowa, are hereby authorized and directed to execute a Purchase Agreement with Sellers for purposes of facilitating the purchase of the Property, and to execute such further documentation as may be necessary to complete the above-described transaction; and

BE IT FURTHER RESOLVED, the City Clerk is hereby authorized and directed to issue warrants for amounts set forth in the Purchase Agreement, and such other reasonable amounts as may be necessary to complete the above-described transaction.

PASSED AND APPROVED this 6th day of May 2024.

CITY OF RIVERSIDE, IOWA

By: Allen Schneider, Mayor

ATTEST:

Becky LaRoche, City Clerk

RESOLUTION #2024-XX

RESOLUTION APPROVING CHANGE ORDER #1
TO ALL AMERICAN CONCRETE, INC.
FOR CITY HALL ADA RAMP PROJECT

Whereas, the City of Riverside City at the recommendation of the City Engineering Firm, Axiom Consultants, Brian Boelk, and it is the opinion of the City Engineering Firm that the City Council accept this change order for All American Concrete, Inc. for reduction in fees to not replace the limestone block.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Change Order #1 in the credit amount of \$2,000.00

It was moved by Councilperson _____ seconded by Councilperson _____, to approve the foregoing resolution.

Roll Call: Sexton, Schneider, Kiene, Mills, Rogerson

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 6th day of May, 2024.

Signed: _____ Date _____

Allen Schneider, Mayor

Attest: _____ Date _____

Becky LaRoche, City Clerk

Date of Issuance: April 23, 2024

Effective Date: April 18, 2024

Owner: City of Riverside Iowa

Owner's Contract No.:

Contractor: All American Concrete, Inc.

Contractor's Project No.:

Engineer: Axiom Consultants

Engineer's Project No.: 23-0079

Project: Captain Kirk ADA Ramp

Contract Date: March 22, 2024

The Contract is modified as follows upon execution of this Change Order:

Description: DEDUCT of Reinstallation of Block Wall

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: Verbal value \$ 35,022.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Decrease of this Change Order: Verbal value \$ 2,000.00	Adjustments of This Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: Verbal value \$ 33,022.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Bruce Sell</u> Engineer	By: _____ Owner	By: _____ Contractor
Title: Principal/Owner	Title: _____	Title: _____
Date: April 23, 2024	Date: _____	Date: _____
RECOMMENDED:		
By: _____ Architect	_____	_____
Title: _____	_____	_____
Date: _____	_____	_____

RECEIVED
APR 23 2024
BY: DC



1489 Highway 6
 West Liberty, IA 52776
 Phone 319.627.2226
 Fax 319.627.2227
 office@aaconcreteinc.com

CHANGE ORDER REQUEST 1

Project Title:
 Riverside Captain Kirk ADA Ramp

Project #:
 2404

Submitted To:
 Brian Boelk, Axiom

Project Location:
 Riverside

Contractor Requesting Change:
 AACI

Date:
 4/19/2024

Description of Change:
 Deduct for not reinstalling wall blocks due to change in the scope of work

Summary:

Item	Quantity	Unit	Price	Total
Delete wall reinstallation	1	LS	\$ (2,000.00)	\$ (2,000.00)
				\$ -

Total \$ (2,000.00)

Documentation Attached:
 N/A

Time Extension:
 TBD

Submitted By:
 Ryan Bowers, AACI

Digitally signed by Ryan
 Bowers
 Date: 2024.04.19
 16:43:34-05'00'

Date:
 4/19/2024

RESOLUTION #2024-XX

RESOLUTION APPROVING PAY REQUEST #1
TO ALL AMERICAN CONCRETE, INC.
FOR CITY HALL ADA RAMP PROJECT

Whereas, the City of Riverside City at the recommendation of the City Engineering Firm, Axiom Consultants, Brian Boelk, and it is the opinion of the City Engineering Firm that the City Council accept this pay request #1 for All American Concrete, Inc. for work completed through April 22, 2024 on the City Hall ADA Ramp Project.

Therefore, be it resolved the City of Riverside City Council does hereby accept the pay request #1 in the amount of \$26,121.77

It was moved by Councilperson _____ seconded by Councilperson _____, to approve the foregoing resolution.

Roll Call: Sexton, Schneider, Kiene, Mills, Rogerson

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 6th day of May, 2024.

Signed: _____ Date _____

Allen Schneider, Mayor

Attest: _____ Date _____

Becky LaRoche, City Clerk

RECEIVED
 APR 23 2024
 PAYMENT APPLICATION

TO: City of Riverside P.O. Box 188 Riverside, Iowa 52327	PROJECT NAME AND LOCATION: Riverside Cptn Kirk ADA Ramp Captain Kirk ADA Ramp, Riverside, Iowa Riverside, Iowa 52327	APPLICATION # 1 PERIOD THRU: 04/22/2024 PROJECT #s: DATE OF CONTRACT: 03/22/2024	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/>
FROM: All American Concrete, Inc. 1489 Highway 6 West Liberty, IA. 52776	ARCHITECT:		
FOR: Riverside Captain Kirk ADA Ramp			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$35,022.00
2. SUM OF ALL CHANGE ORDERS	(\$2,000.00)
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$33,022.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$27,496.60
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$1,374.83
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$1,374.83
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$26,121.77
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$0.00
8. PAYMENT DUE	\$26,121.77
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$6,900.23

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	(\$2,000.00)
TOTALS	\$0.00	(\$2,000.00)
NET CHANGES	(\$2,000.00)	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: All American Concrete, Inc.

By: Jodi Dunson Date: 4-23-24

State of: Iowa

County of: Muscatine

Subscribed and sworn to before

me this 23rd day of April 2024



Notary Public: Nicole Polito

My Commission Expires: 10/17/25

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... \$26,121.77

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: Bruce Sells Date: 04/23/2024

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

(23)

PROJECT: Riverside Cptn Kirk ADA Ramp
 Captain Kirk ADA Ramp, Riverside, Iowa
 APPLICATION #: 1
 DATE OF APPLICATION: 04/22/2024
 PERIOD THRU: 04/22/2024
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
COR 1	Deduct for wall reinstall (\$2,000.00) PER LS	1.00	(\$2,000.00)	0.00	\$0.00	(\$2,000.00)	\$0.00	(\$2,000.00)	100%	\$0.00	(\$100.00)
1	Grading & Prep \$4,500.00 PER LS	1.00	\$4,500.00	0.00	\$0.00	\$4,050.00	\$0.00	\$4,050.00	90%	\$450.00	\$202.50
2	Removal of Pavement \$61.00 PER SY	24.00	\$1,464.00	0.00	\$0.00	\$1,732.40	\$0.00	\$1,732.40	118%	(\$268.40)	\$86.62
3	Rem/Salv. Existing Retaining Wall \$4,000.00 PER LS	1.00	\$4,000.00	0.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	100%	\$0.00	\$200.00
4	Sidewalk, PCC, 4" \$98.00 PER SY	11.00	\$1,078.00	0.00	\$0.00	\$1,509.20	\$0.00	\$1,509.20	140%	(\$431.20)	\$75.46
5	Viewing Pad, PCC, 4" \$93.00 PER SY	44.00	\$4,092.00	0.00	\$0.00	\$4,026.90	\$0.00	\$4,026.90	98%	\$65.10	\$201.35
6	ADA Ramp, PCC \$23.00 PER SF	60.00	\$1,380.00	0.00	\$0.00	\$1,380.00	\$0.00	\$1,380.00	100%	\$0.00	\$69.00
7	Handrail \$200.00 PER LF	28.00	\$5,600.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,600.00	\$0.00
8	Mobilization \$6,000.00 PER LS	1.00	\$6,000.00	0.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	100%	\$0.00	\$300.00
9	Stamped & Colored Concrete \$157.00 PER SY	44.00	\$6,908.00	0.00	\$0.00	\$6,798.10	\$0.00	\$6,798.10	98%	\$109.90	\$339.91
TOTALS			\$33,022.00	\$0.00	\$0.00	\$27,496.60	\$0.00	\$27,496.60	83%	\$5,525.40	\$1,374.83

(24)

RESOLUTION #2024-XX

RESOLUTION TO APPROVE PROFESSIONAL SERVICES
AGREEMENT WITH AXIOM CONSULTANTS FOR
THE RIVERSIDE COMMUNITY CENTER

Whereas, the City of Riverside City Council agrees to enter into a Profession Services Agreement with Axiom Consultants for engineering services for the Riverside Community Center,

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into this attached agreement for this project in the amount of \$145,400.00.

It was moved by Councilperson _____ seconded by Councilperson _____, to approve the foregoing resolution.

Roll Call: Sexton, Schneider, Kiene, Mills, Rogerson

Ayes:

Nays:

Absents:

Passed and Approved by the City Council of Riverside, Iowa and approved this 6th day of May, 2024

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

PROFESSIONAL SERVICES AGREEMENT (PSA)

This **PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as "**Agreement**" or "**PSA**") sets forth the terms and conditions between:

CLIENT NAME City of Riverside (hereinafter referred to as "**RIV, Owner, Client**")
 located at 60 Greene St, Riverside, IA 52327
 and Axiom Consultants, LLC (hereinafter referred to as "**AXC or Engineer**")
 located at 300 South Clinton Street #200, Iowa City, IA 52240
 the effective date of this agreement shall be 04/26/2024 (hereinafter referred to as "**effective date.**")

Engineer and Client may be referred to in this agreement individually as "**Party**" and collectively as "**Parties.**"

WHEREAS, Engineer is an Iowa Limited Liability Company (LLC) with its principal place of business as listed above and Client seeks to procure certain professional services from Engineer from time to time; and Engineer possesses the requisite skills and experience to provide such services, all upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Engineer and Client agree as follows:

1. DEFINITIONS AND RESPONSIBILITIES

- 1.1. "**Addenda**" written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Issued for Construction documents.
- 1.2. "**Agreement**" this written contract for professional services between Client and Engineer, including all exhibits and any duly executed amendments.
- 1.3. "**Application for Payment**" Engineer's standard invoicing form; otherwise a form acceptable to Engineer which is to be submitted to Client during the course of the Work in requesting progress or final payments.
- 1.4. "**As-Builts**" drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service (unless otherwise noted) and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
- 1.5. "**Authority Having Jurisdiction (AHJ)**" any party(s) having control over a project (or any portion of a project) being approved per their regulations. These include but are not limited to county, city, and municipal boards, councils, or other governing bodies. May also include private boards or stakeholder, franchise utilities, federal regulators or permitting bodies, or other involved parties.
- 1.6. "**Constructor**" any person or entity (not including Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Client's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- 1.7. "**Consultants**" individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subconsultants; or vendors.
- 1.8. "**Documents**" means any and all data, reports, drawings, specifications, record drawings, building information models, civil integrated models, and any other deliverables, whether in printed or electronic or other format, provided or furnished by Engineer to Client pursuant to this Agreement.
- 1.9. "**Issued for Construction Documents (IFC)**" plans and specifications issued by Engineer after all reviews and approvals by the AHJ have been completed and after all bidding and addenda processes. These documents will be sealed by Engineer with signatures on all applicable title blocks and will be annotated as

"Issued for Construction." This set should be the official set utilized by the Contractor in undertaking the Construction of the Project.

- 1.10. **"Professional Services Agreement Amendment (PSAA)"** a document provided as a revision to this Agreement, detailing additional services requested by Engineer and approved by Client. These documents will update and addend the overall scope and fee for all applicable services.
- 1.11. **"Reimbursable Expenses"** the expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project. These expenses generally include but are not limited to advertising/publishing costs, permitting fees, franchise utility fees, and other similar costs of executing the overall project on behalf of Client. AXC will do its best to identify these costs for Client during the course of design.
- 1.12. **"Shop Drawings"** all drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
- 1.13. **"Site"** lands or areas to be indicated in the IFCs as being furnished by Client upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Client which are designated for the use of Contractor.
- 1.14. **"Specifications"** the part of the IFCs that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- 1.15. **"Subconsultant"** an individual or entity having a direct contract with Engineer for the performance of a part of the Work.
- 1.16. **"Subcontractor"** an individual or entity having a direct contract with Client or Owner for the performance of a part of the work.
- 1.17. **"Supplier"** a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

2. SERVICES OF ENGINEER

- 2.1 **Scope.** Engineer shall provide, or cause to be provided, the services set forth herein and in *Exhibit A*.
- 2.2 **Guarantee of Approval.** Engineer does not imply, guarantee, or warrant approval of any stage of the project in regards to processes involving political or opinion-based AHJ procedures. Items involving, but not limited to; approvals by boards, councils, commissions, and other similar entities shall not be the responsibility of Axiom or any of its Subcontractors.
- 2.3 **Guarantee of Financial Viability or Success.** Engineer does not imply, guarantee, or warrant the financial viability of a project by the Owner, or any of its Associates or Subcontractors, at any stage of the project, unless Exhibit A includes Scope which specifically defines designing to a set budgetary constraint. Budgetary and final pricing requirements of the Owner are the responsibility of the Owner, it's Contractor(s), and any of its Subcontractors. Additional contractual information on this item is included in paragraph 6.3

3. CLIENT'S RESPONSIBILITIES

- 3.1 **General.** Client shall have the following responsibilities at a minimum:
 - 3.2.1. Client shall pay Engineer as set forth in Exhibit A and per the Terms of Section 5 below.
 - 3.2.2. Client shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other

information furnished by Client to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- 3.2.3. Client shall give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of:
- 3.2.3.1. Any development that affects the scope or time of performance of Engineer's services;
 - 3.2.3.2. The presence at the Site of any Constituent of Concern; or
 - 3.2.3.3. Any relevant, material defect, or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Client's performance of its responsibilities under this Agreement.

4. SCHEDULE FOR RENDERING SERVICES

- 4.1 **Timeframe.** Engineer shall complete its obligations within a reasonable time. When applicable and/or when known at the issuance of this Agreement, specific periods of time for rendering services, or specific dates by which services are to be completed, will be indicated in Exhibit A. These dates shall hereby be agreed upon as reasonable. If not defined at the time of execution of this contract, AXC and Client shall agree upon a reasonable schedule and put that schedule into writing.
- 4.2 **Materials Required.** If specific materials are required for the timely and scheduled execution of Engineer's services – these materials will be supplied by Client or Client's subconsultants. These materials may include but are not limited to: property information, legal information, geotechnical reports, pre-engineered building reaction information, CAD or BIM models, lighting design requirements, fixture selection, specialty equipment information and schedules, and other required items. Engineer will make every effort to notify Client of these delays and will continue to do so until these materials are received. Delay in the receipt of the required materials will be subject to the terms below.
- 4.3 **Changes In Timing.** If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be appropriately adjusted.
- 4.4 **Right to Additional Compensation.** If Client authorizes or requests changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 4.5 **Cause for Delay.** Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

5. INVOICING and PAYMENT

- 5.1 **Payment Terms.** Unless otherwise set forth in Exhibit A, Engineer will invoice Client on a monthly basis for services actually rendered. Engineer will make best effort to comply with all reasonable invoicing procedures requested by Client. All Engineer's invoices shall be paid by Client within thirty (30) days of the invoice date.
- 5.2 **Non-Payment.** In the event that Engineer is not paid within thirty (30) days of Client's receipt of an invoice, in addition to all legal and equitable remedies available, Engineer may charge interest on such unpaid amounts at a rate of one and one-half percent (1.5% per month), which is 18% per annum, or the maximum amount of interest then-allowed by Iowa law, whichever is larger, from the date such payment was due until the date paid; and/or suspend the performance of all services hereunder without liability or breach until all delinquent amounts have been paid in full.
- 5.3 **Disputed Invoices.** If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and

said disputed portion shall be resolved with Axiom Consultants within thirty (30) days. If the invoicing dispute is not resolved within this timeframe then the invoice shall become due per the terms of this agreement.

- 5.4 **Taxes.** Engineer is solely responsible for payment of income, social security, and/or other employment taxes due and owing to proper taxing authorities, and Client agrees no deduction of any taxes will be taken from any payments made to Engineer.
- 5.5 **Retainage.** In no circumstance shall Engineer's invoicing be subject to retainage withholding of any sort unless agreed to in Exhibit A.
- 5.6 **Out of Scope.** Fees for services not within the scope of this Agreement shall be completed at Engineer's standard hourly rates.
- 5.7 **Withholding of Deliverables.** At any time during the project, with or without notice, the Engineer may withhold deliverables to Client that are detailed and contracted in Exhibit A if those deliverables were created via work that is subject to non-payment per paragraph 5.2 above. Client will be required to make payment, and Engineer receive payment, prior to the transfer of said deliverables.

6. OPINIONS OF COST

- 6.1 **Typical.** Unless otherwise stated in Exhibit A, the following terms shall apply to all construction costs related to the design scope of any Agreement.
- 6.2 **Opinions of Probable Cost.** Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. Because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, nor over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. Opinions of probable cost are provided only as a courtesy and general guide to Client if requested. If a formal Opinion of Cost is needed, Client shall seek the services of an independent Cost Opinion Consultant.
- 6.3 **Designing to Construction Cost Limit.** If a Construction Cost limit is established between Client and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit A. Engineer does not design to cost limits unless expressly contracted to do so.
- 6.4 **Opinions of Total Project Costs.** The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting Client in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

7. GENERAL CONDITIONS

- 7.1 **Standard of Care.** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession(s) practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- 7.2 **Technical Accuracy.** Client shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client-furnished or Subcontractor-furnished information.
- 7.3 **Subconsultants.** Engineer may retain such Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client.
- 7.4 **Reliance on Others.** Engineer and its Subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- 7.5 **Compliance with Laws and Regulations.** Engineer shall comply with all applicable Laws and Regulations related to the Project. Engineer shall comply with any and all policies, procedures, and instructions of the Owner that the Owner includes in Exhibit A of this Agreement and which are applicable to Engineer's performance of services. These will be subject to the Standard of Care listed in 7.1 of this Agreement, and followed to the extent that compliance is not inconsistent with professional practice requirements. The effective Laws and Regulations shall be those which are in place as of the effective date of the Agreement.
- 7.6 **Signing and Certifying.** Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. Client agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- 7.7 **Supervision of Constructor(s.)** Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- 7.8 **Guarantee of Constructor Performance.** Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- 7.9 **Construction Contract.** Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- 7.10 **Bonding.** Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 7.11 **Legal.** Engineer's services do not include providing legal advice or representation.
- 7.12 **Site Safety.** While at the Site, Engineer, its Subconsultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Client's safety programs of which Engineer has been informed in writing.
- 7.13 **Design Without Construction Phase Services.** Engineer shall be responsible only for those Construction Phase services expressly defined in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Client assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Client waives all claims against Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

8. USE AND OWNERSHIP OF DOCUMENTS

- 8.1 **Ownership and Property.** All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of Engineer) whether or not the project is completed.
- 8.2 **Drawings and Specifications.** If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Client at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 8.3 **Limited License to Use Documents.** Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Client a limited license

to use the Documents on the Project, extensions of the Project, and for related uses of Client, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- 8.3.1 Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaption by Engineer;
- 8.3.2 Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaption by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to its Officers, directors, members, partners, agents, employees and Consultants;
- 8.3.3 Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from any use, reuse or modification of the Documents without written verification, completion or adaption by Engineer; and
- 8.3.4 Such limited license to Client shall not create any rights in third parties.
- 8.3.5 If Engineer at Client's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Client shall compensate Engineer at rates or in an amount to be agreed upon by Client and Engineer.

9. CONFIDENTIALITY

- 9.1 **Engineer Agreement.** Engineer agrees to keep confidential and not to disclose to third parties any information provided by Client, or learned by Engineer during the course of this agreement unless Engineer has received the prior written consent of Client to make such disclosure. This obligation of confidentiality does not extend to any information that:
 - 9.1.1 Was in the possession of Engineer at the time of disclosure by Client, directly or indirectly.
 - 9.1.2 Is or shall become, through no fault of Engineer, available to the general public.
 - 9.1.3 Is independently developed and hereafter supplied to Engineer by a third party without restriction or disclosure.
 - 9.1.4 This provision shall survive expiration and termination of this Agreement.

10. INSURANCE

- 10.1 **Engineer Insurance.** Engineer warrants that it carries the following types of insurance with the following minimum amounts of coverage:
 - 10.1.1. General Liability - \$5,000,000
 - 10.1.2. Professional Liability - \$2,000,000
 - 10.1.3. Workers Compensation – per State of Iowa law

11. LIMITATION OF LIABILITY

- 11.1 **Limitation of Liability.** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or

implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

- 11.2 **Fee Shifting.** In the event Engineer is forced to engage legal counsel to enforce this Agreement or any provision thereof, Client shall reimburse and indemnify Engineer for the actual costs incurred by Engineer in said enforcement, including but not limited to, attorney's fees at the actual hourly rate customarily charged by Engineer's counsel for the time reasonably spent in enforcement activity. In addition, if Engineer institutes any proceeding to enforce this Agreement or any provision thereof, Engineer shall be entitled to recover all court costs, including but not limited to reasonable attorney's fees, regardless of whether such action is prosecuted to final judgment.

12. INDEMNIFICATION

- 12.1 **Indemnification by Both Parties.** Each party agrees to indemnify, and hold the other Party, its parent, affiliates, subsidiaries, assigns, and each of its and their directors, officers, partners, employees and agents (collectively the "indemnified parties") harmless from and against any and all suits, claims, proceedings, damages, costs, losses and expenses, including court costs and reasonable attorneys' fees (collectively "losses"), which arise out of the performance or non-performance by the other Party, without limitation to Losses arising from and/or relating to (i) personal injury, or loss or damage to property resulting from an act, omission, or negligence of each Party; (ii) a breach by either Party of this Agreement; (iii) any claim, action or proceeding commenced against any of the indemnified parties alleging that personnel are employees of indemnified parties; (iv) each Party's conduct, actions, or inactions while on or in an indemnified parties' or a third party's premises and (v) taxes, penalties, interest and/or fines assessed by any governmental unit against any of the indemnified parties.
- 12.2 **Environmental Indemnification.** To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- 12.3 **No Defense Obligation.** The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- 12.4 **Percentage Share of Negligence.** To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Client, Engineer, and all other negligent entities and individuals.
- 12.5 **Mutual Waiver.** To the fullest extent permitted by Laws and Regulations, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

13. CONCLUDING PROVISIONS

- 13.1 **Term and Termination.** This Agreement can be terminated at any time by either Party on fourteen (14) days advance written notice. In the event of non-payment by Client, Engineer may terminate the Agreement immediately per the terms of Article 5 of this Agreement.
- 13.2 **Notice.** All notices or other communications hereunder shall be required in writing and shall be given by personal delivery or by one-day overnight delivery UPS, FedEx, DHL addressed as set forth below:
- 13.2.1 Axiom Consultants, LLC
300 South Clinton Street #200, Iowa City, IA 52240

- 13.3 **Return of Materials.** Upon expiration or cancellation of this Agreement by either Party for any reason, both Parties will relinquish to each other all software, programs, and files, documents, books, manuals, lists records, publications, or other writings or data that came into the possession of said Party in connection with this agreement.
- 13.4 **Non-Disparagement.** The Parties agree that each will refrain from disparaging or casting negative aspersions on the other, including its officers, directors, employees, agents or members.
- 13.5 **Dissolution.** In the event of dissolution of Client, Client shall still be liable to Engineer for, and shall pay Engineer, a lump sum payment prior to such dissolution, the full monetary amount or equivalent of all compensation that would be due to Engineer. In the event of any merger, consolidation, or reorganization involving either Party, this Agreement shall become an obligation of any legal successors or successor.
- 13.6 **Severability Clause.** If any provision of this Agreement is invalid, that provision shall be disregarded, and the remainder of this Agreement shall be construed as if the invalid provision had not been included.
- 13.7 **Entire Agreement.** The Agreement contains the entire Agreement between the Parties. It may not be changed orally but only in writing signed by both parties.
- 13.8 **No Assignment.** Each Party shall not subcontract, assign, or delegate any of its rights, responsibilities, or duties under this Agreement without the express prior written consent of the other party.
- 13.9 **No Waiver.** No waiver by either Party shall be held to be a waiver of any other or subsequent breach.
- 13.10 **Successors and Assigns.** All rights conferred by this Agreement, shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and permitted assigns of parties hereto.
- 13.11 **Governing Law and Venue.** This Agreement shall be construed and enforced according to the laws of the State of Iowa and any dispute under this Agreement must be brought in Johnson County, Iowa. The Parties hereby consent to personal jurisdiction in such courts, and irrevocably waive any right to challenge venue and/or jurisdiction therein, and further waive any argument arising from the doctrine of forum non conveniens.
- 13.12 **Alternative Dispute Resolution.** Any dispute, controversy or claim, arising out of or relating to this Agreement, or a breach thereof, shall be settled by single-arbitrator arbitration at the election of either party in accordance with the rules of the American Arbitration Association and judgment upon such award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Prior to invoking the arbitration provision hereof, the parties shall negotiate any such dispute, controversy or claim in good faith for a reasonable period of time, and shall, upon the request of either party, submit such dispute, controversy or claim to nonbinding mediation.
- 13.13 **Counterparts.** Facsimile copies or other electronically transmitted copies hereof shall be deemed to be originals and if any signature is delivered by facsimile transmission or in a ".pdf" format data file (or a similar electronic/digital format), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original.

In WITNESS WHEREOF, the parties hereto have executed this agreement, the effective date of which is indicated on Page 1.

CLIENT

ENGINEER

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Job Title: _____

Job Title: _____

Date: _____

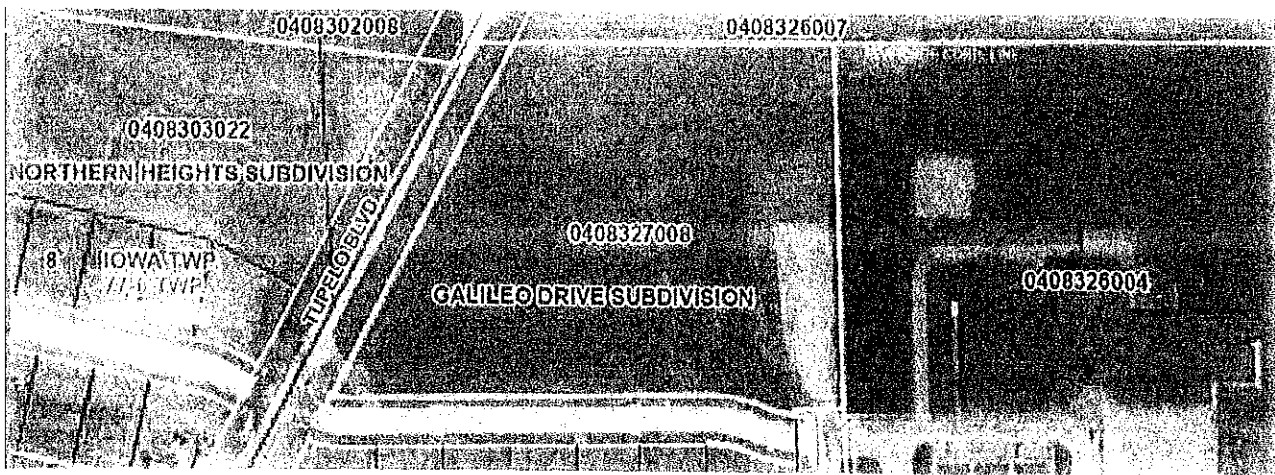
Date: _____

EXHIBIT A*Scope and Fee Attachment*

**This exhibit must be attached to a Professional Services Agreement (PSA) to form a complete contract. Per the terms of the contract, this exhibit sets the terms of the scope of work, and payment therefor, under the contract.*

SCOPE: The scope of this work covers Phase 1 (schematic design and due diligence) for the proposed City of Riverside Community Center which has been studied and examined over the past few years – most recently by Carl A. Nelson in a 2021 report. The project will provide schematic civil, architectural, structural, mechanical, and electrical design services as well as planning, rendering, presentation, opinion of cost, public engagement, grant assistance, and other associated services to provide all necessary services leading up to a bond vote in November of 2025. If successful, a secondary phase of design for the facility would be undertaken starting in early 2026 to produce construction drawings and bid documents.

The site has been identified by the City of Riverside and is located West of Riverside Elementary School as indicated below. The building program is conceptually identified as a 17,000 – 28,000 SF facility depending on final programming and budget requirements. Identified to date as potential amenities include a gymnasium, weight/cardio/equipment room, community room, locker rooms, walking track, childcare facility, splash pad, soccer/playing field, and an exterior trail.



Identified site along Tupelo Boulevard

An anticipated budget of around \$8M is planned on for the building construction costs in this early planning stage, with a potential \$9M bonding capacity.

OWNERS REPRESENTATIVE**Due Diligence**

- Confirm project area, extents, and boundaries.
- Confirm the use of the project.
- Confirm owner's budget and financing.
- Coordinate and host multiple stakeholder meetings and visioning sessions.
- Act as owner liaison in all capacities as required by owner.
- Council presentations and informational sessions as required.
- Confirm current codes and local requirements.
- Determine performance requirements.
- Determine structural design criteria.
- Determine MEPT performance criteria.

- Define sustainability performance criteria.
- Confirm contractor/supplier partner potential.
- Complete survey and utility investigations.
- Confirm known dates and peer review schedules.
- Develop schedule for owner/client as required/requested.

Grant Assistance

- Monitoring the grant funding landscape, particularly for programs targeting identified project needs or opportunities.
- Providing pertinent funding program information (e.g., due dates, eligibility criteria, funding range, match requirements, etc.).
- Collaborating with Client to develop a funding strategy and recommendations.
- Attending coordination meetings.
- Provide general and technical grant proposal writing services associated with the completion of grant applications.
- Coordinating with staff to obtain required supporting documents or data, including: cost estimates, benefit-cost analyses (BCA), GIS data, aerial imagery, topographic surveys, and engineering concepts.
- Preparing a grant narrative that addresses all application requirements.
- Preparing a grant budget.
- Assembling the full grant application.
- Coordinating with board to execute a full grant application.
- Sending full grant application as needed.
- Follow up with grant stakeholders.

Cost Opinions

- Develop opinion of cost based on schematic level designs.
- Cost opinion will be based on RS Means database information, recently bid work, and potential opinions from local subcontractors.
- Cost opinion will represent an order-of-magnitude approach with an estimated 20% contingency set aside.

ARCHITECTURAL SCOPE

Visioning/Programming

Building upon past studies and space needs analysis ARCHITECT will facilitate a visioning process and confirm space needs and building program requirements.

1. Research
 - a. Conduct a Visioning Session with client's selected core team to gain an understanding of the clients social, cultural, and economic drivers for the project.
 - b. Conduct Design Excellence Workshop to gain understanding of design, sustainability, and building performance goals.
 - c. Conduct small-group interviews with client's selected representatives to gain an understanding of space types, needs and functions.
2. Identify Goals and Objectives
 - a. Develop organization goals for the project.
 - b. Establish guiding principles and core values.
 - c. Develop facility goals for the project.
 - d. Develop sustainability and performance goals for the project.
3. Programming Confirmation
 - a. Determine all functions within the facility.
 - b. Determine any specialized functions to be included within or adjacent to the project.
 - c. Determine adjacency requirements.

- d. Confirm space criteria, square footage requirements, height requirements, specialized equipment, etc.
- 4. Develop Final Deliverables:
 - a. Executive Summary
 - b. Visioning Summary
 - c. Area Summary, Space List Spreadsheet
 - d. Graphic Space Diagrams
 - e. Owner Interview Summary

Concept Design

- 1. Architectural Scope
 - a. Review existing reports, data, and past studies to inform scope of project.
 - b. Review building code and ADA consideration of the proposed project.
 - c. Provide design plan options that reflect programming and input provided by owner. Up to 3 primary design solutions may be developed – with one final preferred solution to be used for renderings and cost estimating.
 - d. Attend bi-weekly (every other week) virtual progress meetings as necessary.
 - e. Attend up to Four (4) in-person user group meetings for design review and leadership presentations.
- 2. Concept Design Deliverables
 - a. Drawings
 - i. Preliminary Code Summary
 - ii. Proposed Floor Plans
 - iii. Exterior Elevations
 - iv. Supplemental views and/or details impactful for pricing.
 - b. Renderings
 - i. Up to 5 still images rendered of key spaces – views may be predetermined with the Owner. Images will depict the quality of space and design intent of materials, including placeholder/generic furniture systems and basic entourage helpful for illustrating scale of the space. Exact material selections and photo-realistic renderings are excluded.
 - c. Narrative
 - i. Written narrative of architectural building construction assemblies and systems – suitable for cost estimating and confirmation of project scope with Owner.
- 3. Benchmarking Services (optional service)
 - a. Gather and Analyze Information.
 - i. Attend benchmarking tours and assist the owner in organizing trips.
 - ii. Compile Data gathered from companies/buildings visited and collect owner feedback.
 - b. Benchmarking Deliverables:
 - i. Executive summary
 - ii. Benchmarking summary
 - iii. Core values analysis
 - iv. Synthesized data and metrics gathered from tours
 - v. Identify key factors for success and integration
 - c. Benchmarking services can vary widely and are dependent upon quantity of sites visited, duration of trip(s), and distances traveled. As an assumption on this project– ARCHITECT includes up to two (2) full days of time for on-site visits in addition to the services required for preparation, documentation, and deliverables. Should additional days or trips be requested

beyond the baseline assumption, fees may be negotiated for amendment to the lump sum or provided on an hourly basis.

CIVIL SCOPE

Schematic Design

- Identify all franchise and public utilities serving the project.
- Contact and kickoff communications with said private/public utilities.
- Identify general scope of work and schedule needs with utilities.
- Identify potential pitfalls and general approaches with utilities. Notify owner/client of findings and limitations.
- Prepare drawings and outline specifications showing technical site engineering and storm water detention.
- Identify site features with focus on hardscape.
- Prepare preliminary site grading plan.
- Start preliminary coordination with MEPT team.
- Prepare initial underground utilities plan based on findings during due diligence and utility provider information gathering.
- Complete topographic, utility, and boundary survey as necessary to gather sufficient information for overall site design.
- Address design requirements for site access – tenants, loading, fire; site landscaping; sidewalks, and/or driveways and site utility areas.
- Review landscaping with client/owner and local AHJ. Determine site features and grading that should be approximately shown at this phase.
- Prepare general geometry of the building layout.
- Develop initial thoughts on the FFE for the building(s.)
- Identify probable stair, retaining wall, slope adjustment locations.
- Identify site utility locations with MEPT team including but not limited to – utility pads, light pole bases, transformer locations, etc....
- Identify possible dumpster location and configuration (in tandem with architect.)
- Begin possible vehicle navigation checks utilizing vehicle turn software.
- Creation of basic landscape architecture design including multiple color site renderings suitable for display at meetings and discussion of overall amenities.
- Determine initial material requirements for included/expected infrastructure additions.
- Determine requirements for existing utility/infrastructure integration and connections.
- Narrative (if requested.)

STRUCTURAL SCOPE

Schematic Design

- Determine the general structural system.
- Establish major gridlines, columns, shear walls, and other vertical elements.
- Determine dimensional requirements and start conceptual size of structural components.
- Address major slab openings on typical floor plans, size major beams and columns.
- Address unique foundation conditions.
- Provide general descriptive information for schematic level pricing including general pounds of rebar, CY of concrete, pounds of steel, SF of wood framing and sheathing, etc....
- Develop outline specifications sections required.
- Narrative

MEPT SCOPE

Schematic Design

- Develop design criteria including indoor and outdoor conditions, ventilation, air-circulation, minimum exhaust, sound levels, system diversities, and envelope requirements.
- Determine maximum air velocity criteria and duct insulation requirements.

- Preliminary fixture selections including general space requirements and types of plumbing fixtures.
- General criteria for light fixture types.
- Schematic riser diagrams for all mechanical, fire protection, and electrical systems including information on number of risers and general sizes.
- Develop preliminary layout of major mechanical and electrical spaces (pending provision of floorplan information by architect.)
- Develop typical floor space requirements including electrical rooms, any mechanical rooms, major risers, chase requirements, etc., include weights of equipment, major horizontal and vertical penetrations.
- Determine typical floor MEP & FP distribution systems and other mechanical, fire protection and electrical systems that can impact structural, architectural plans and reflected ceiling plans. Examples include: HVAC supply duct loop (office buildings), criteria for typical fan coil units and horizontal ductwork (residential), sprinkler main routing.
- Provide general descriptive information for schematic level pricing including general units and sizing, rough ductwork sizing and footages, pipe utility service sizing, electrical utility sizing, rough lighting layout, etc....
- Coordinate utility requirements.
- Prepare schematic energy code analysis/comparison of systems (2-3).
- Narrative

OWNERS REPRESENTATIVE		
Due Diligence Phase	<i>Placeholder budget</i>	\$20,000 allowance
Grant Assistance	<i>Placeholder budget</i>	\$10,000 allowance
Cost Opinions		\$5,000
ARCHITECTURAL SCOPE		
Visioning/Programming		\$16,000
Concept Design		\$48,000
Benchmarking	<i>Optional</i>	\$11,000
CIVIL DESIGN SERVICES		
Topo, Boundary, Control		\$3,900
Schematic Civil Design		\$9,500
Landscape Design/Rendering		\$5,000
STRUCTURAL DESIGN		
Schematic Design Phases		\$4,000
MECHANICAL/ELECTRICAL DESIGN		
Schematic Design Phases		\$7,000
Energy Analysis/Study	<i>Optional</i>	\$6,000
TOTAL FEE*	<i>*Not to exceed Total Fee without prior City Approval.</i>	\$145,400.00

RESOLUTION #2024-XX

RESOLUTION TO APPROVE PROFESSIONAL SERVICES
AGREEMENT WITH AXIOM CONSULTANTS FOR
ADA TRANSITION PLAN

Whereas, the City of Riverside City Council agrees to enter into a Profession Services Agreement with Axiom Consultants for engineering services for ADA Transition Plan

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into this attached agreement for this project in the amount of \$19,800.00.

It was moved by Councilperson _____ seconded by Councilperson to approve the foregoing resolution.

Roll Call: Sexton, Schneider, Kiene, Mills, Rogerson

Ayes:

Nays:

Absents:

Passed and Approved by the City Council of Riverside, Iowa and approved this 6th day of May, 2024

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

PROFESSIONAL SERVICES AGREEMENT (PSA)

This **PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as "**Agreement**" or "**PSA**") sets forth the terms and conditions between:

CLIENT NAME City of Riverside, Iowa (hereinafter referred to as "**RIV, Owner, Client**")
 located at 60 Greene St, Riverside, IA 52327
 and Axiom Consultants, LLC (hereinafter referred to as "**AXC or Engineer**")
 located at 300 South Clinton Street #200, Iowa City, IA 52240
 the effective date of this agreement shall be 05/01/2024 (hereinafter referred to as "**effective date.**")

Engineer and Client may be referred to in this agreement individually as "**Party**" and collectively as "**Parties.**"

WHEREAS, Engineer is an Iowa Limited Liability Company (LLC) with its principal place of business as listed above and Client seeks to procure certain professional services from Engineer from time to time; and Engineer possesses the requisite skills and experience to provide such services, all upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Engineer and Client agree as follows:

1. DEFINITIONS AND RESPONSIBILITIES

- 1.1. "**Addenda**" written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed issued for Construction documents.
- 1.2. "**Agreement**" this written contract for professional services between Client and Engineer, including all exhibits and any duly executed amendments.
- 1.3. "**Application for Payment**" Engineer's standard invoicing form; otherwise a form acceptable to Engineer which is to be submitted to Client during the course of the Work in requesting progress or final payments.
- 1.4. "**As-Builts**" drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service (unless otherwise noted) and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
- 1.5. "**Authority Having Jurisdiction (AHJ)**" any party(s) having control over a project (or any portion of a project) being approved per their regulations. These include but are not limited to county, city, and municipal boards, councils, or other governing bodies. May also include private boards or stakeholder, franchise utilities, federal regulators or permitting bodies, or other involved parties.
- 1.6. "**Constructor**" any person or entity (not including Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Client's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- 1.7. "**Consultants**" individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subconsultants; or vendors.
- 1.8. "**Documents**" means any and all data, reports, drawings, specifications, record drawings, building information models, civil integrated models, and any other deliverables, whether in printed or electronic or other format, provided or furnished by Engineer to Client pursuant to this Agreement.
- 1.9. "**Issued for Construction Documents (IFC)**" plans and specifications issued by Engineer after all reviews and approvals by the AHJ have been completed and after all bidding and addenda processes. These documents will be sealed by Engineer with signatures on all applicable title blocks and will be annotated as

"Issued for Construction." This set should be the official set utilized by the Contractor in undertaking the Construction of the Project.

- 1.10. **"Professional Services Agreement Amendment (PSAA)"** a document provided as a revision to this Agreement, detailing additional services requested by Engineer and approved by Client. These documents will update and addend the overall scope and fee for all applicable services.
- 1.11. **"Reimbursable Expenses"** the expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project. These expenses generally include but are not limited to advertising/publishing costs, permitting fees, franchise utility fees, and other similar costs of executing the overall project on behalf of Client. AXC will do its best to identify these costs for Client during the course of design.
- 1.12. **"Shop Drawings"** all drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
- 1.13. **"Site"** lands or areas to be indicated in the IFCs as being furnished by Client upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Client which are designated for the use of Contractor.
- 1.14. **"Specifications"** the part of the IFCs that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- 1.15. **"Subconsultant"** an individual or entity having a direct contract with Engineer for the performance of a part of the Work.
- 1.16. **"Subcontractor"** an individual or entity having a direct contract with Client or Owner for the performance of a part of the work.
- 1.17. **"Supplier"** a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

2. SERVICES OF ENGINEER

- 2.1 **Scope.** Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- 2.2 **Guarantee of Approval.** Engineer does not imply, guarantee, or warrant approval of any stage of the project in regards to processes involving political or opinion-based AHJ procedures. Items involving, but not limited to: approvals by boards, councils, commissions, and other similar entities shall not be the responsibility of Axiom or any of its Subcontractors.
- 2.3 **Guarantee of Financial Viability or Success.** Engineer does not imply, guarantee, or warrant the financial viability of a project by the Owner, or any of its Associates or Subcontractors, at any stage of the project, unless Exhibit A includes Scope which specifically defines designing to a set budgetary constraint. Budgetary and final pricing requirements of the Owner are the responsibility of the Owner, it's Contractor(s), and any of its Subcontractors. Additional contractual information on this item is included in paragraph 6.3

3. CLIENT'S RESPONSIBILITIES

- 3.1 **General.** Client shall have the following responsibilities at a minimum:
 - 3.2.1. Client shall pay Engineer as set forth in Exhibit A and per the Terms of Section 5 below.
 - 3.2.2. Client shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other

information furnished by Client to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- 3.2.3. Client shall give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of:
- 3.2.3.1. Any development that affects the scope or time of performance of Engineer's services;
 - 3.2.3.2. The presence at the Site of any Constituent of Concern; or
 - 3.2.3.3. Any relevant, material defect, or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Client's performance of its responsibilities under this Agreement.

4. SCHEDULE FOR RENDERING SERVICES

- 4.1 **Timeframe.** Engineer shall complete its obligations within a reasonable time. When applicable and/or when known at the issuance of this Agreement, specific periods of time for rendering services, or specific dates by which services are to be completed, will be indicated in Exhibit A. These dates shall hereby be agreed upon as reasonable. If not defined at the time of execution of this contract, AXC and Client shall agree upon a reasonable schedule and put that schedule into writing.
- 4.2 **Materials Required.** If specific materials are required for the timely and scheduled execution of Engineer's services – these materials will be supplied by Client or Client's subconsultants. These materials may include but are not limited to: property information, legal information, geotechnical reports, pre-engineered building reaction information, CAD or BIM models, lighting design requirements, fixture selection, specialty equipment information and schedules, and other required items. Engineer will make every effort to notify Client of these delays and will continue to do so until these materials are received. Delay in the receipt of the required materials will be subject to the terms below.
- 4.3 **Changes in Timing.** If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be appropriately adjusted.
- 4.4 **Right to Additional Compensation.** If Client authorizes or requests changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 4.5 **Cause for Delay.** Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

5. INVOICING and PAYMENT

- 5.1 **Payment Terms.** Unless otherwise set forth in Exhibit A, Engineer will invoice Client on a monthly basis for services actually rendered. Engineer will make best effort to comply with all reasonable invoicing procedures requested by Client. All Engineer's invoices shall be paid by Client within thirty (30) days of the invoice date.
- 5.2 **Non-Payment.** In the event that Engineer is not paid within thirty (30) days of Client's receipt of an invoice, in addition to all legal and equitable remedies available, Engineer may charge interest on such unpaid amounts at a rate of one and one-half percent (1.5% per month), which is 18% per annum, or the maximum amount of interest then-allowed by Iowa law, whichever is larger, from the date such payment was due until the date paid; and/or suspend the performance of all services hereunder without liability or breach until all delinquent amounts have been paid in full.
- 5.3 **Disputed Invoices.** If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and

said disputed portion shall be resolved with Axiom Consultants within thirty (30) days. If the invoicing dispute is not resolved within this timeframe then the invoice shall become due per the terms of this agreement.

- 5.4 **Taxes.** Engineer is solely responsible for payment of income, social security, and/or other employment taxes due and owing to proper taxing authorities, and Client agrees no deduction of any taxes will be taken from any payments made to Engineer.
- 5.5 **Retainage.** In no circumstance shall Engineer's invoicing be subject to retainage withholding of any sort unless agreed to in Exhibit A.
- 5.6 **Out of Scope.** Fees for services not within the scope of this Agreement shall be completed at Engineer's standard hourly rates.
- 5.7 **Withholding of Deliverables.** At any time during the project, with or without notice, the Engineer may withhold deliverables to Client that are detailed and contracted in Exhibit A if those deliverables were created via work that is subject to non-payment per paragraph 5.2 above. Client will be required to make payment, and Engineer receive payment, prior to the transfer of said deliverables.

6. OPINIONS OF COST

- 6.1 **Typical.** Unless otherwise stated in Exhibit A, the following terms shall apply to all construction costs related to the design scope of any Agreement.
- 6.2 **Opinions of Probable Cost.** Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. Because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, nor over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. Opinions of probable cost are provided only as a courtesy and general guide to Client if requested. If a formal Opinion of Cost is needed, Client shall seek the services of an independent Cost Opinion Consultant.
- 6.3 **Designing to Construction Cost Limit.** If a Construction Cost limit is established between Client and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit A. Engineer does not design to cost limits unless expressly contracted to do so.
- 6.4 **Opinions of Total Project Costs.** The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting Client in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

7. GENERAL CONDITIONS

- 7.1 **Standard of Care.** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession(s) practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- 7.2 **Technical Accuracy.** Client shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client-furnished or Subcontractor-furnished information.
- 7.3 **Subconsultants.** Engineer may retain such Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client.
- 7.4 **Reliance on Others.** Engineer and its Subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- 7.5 **Compliance with Laws and Regulations.** Engineer shall comply with all applicable Laws and Regulations related to the Project. Engineer shall comply with any and all policies, procedures, and instructions of the Owner that the Owner includes in Exhibit A of this Agreement and which are applicable to Engineer's performance of services. These will be subject to the Standard of Care listed in 7.1 of this Agreement, and followed to the extent that compliance is not inconsistent with professional practice requirements. The effective Laws and Regulations shall be those which are in place as of the effective date of the Agreement.
- 7.6 **Signing and Certifying.** Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. Client agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- 7.7 **Supervision of Constructor(s.)** Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- 7.8 **Guarantee of Constructor Performance.** Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- 7.9 **Construction Contract.** Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- 7.10 **Bonding.** Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 7.11 **Legal.** Engineer's services do not include providing legal advice or representation.
- 7.12 **Site Safety.** While at the Site, Engineer, its Subconsultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Client's safety programs of which Engineer has been informed in writing.
- 7.13 **Design Without Construction Phase Services.** Engineer shall be responsible only for those Construction Phase services expressly defined in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Client assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Client waives all claims against Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

8. USE AND OWNERSHIP OF DOCUMENTS

- 8.1 **Ownership and Property.** All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of Engineer) whether or not the project is completed.
- 8.2 **Drawings and Specifications.** If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Client at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 8.3 **Limited License to Use Documents.** Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Client a limited license

to use the Documents on the Project, extensions of the Project, and for related uses of Client, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- 8.3.1 Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaption by Engineer;
- 8.3.2 Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaption by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to its Officers, directors, members, partners, agents, employees and Consultants;
- 8.3.3 Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from any use, reuse or modification of the Documents without written verification, completion or adaption by Engineer; and
- 8.3.4 Such limited license to Client shall not create any rights in third parties.
- 8.3.5 If Engineer at Client's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Client shall compensate Engineer at rates or in an amount to be agreed upon by Client and Engineer.

9. CONFIDENTIALITY

- 9.1 **Engineer Agreement.** Engineer agrees to keep confidential and not to disclose to third parties any information provided by Client, or learned by Engineer during the course of this agreement unless Engineer has received the prior written consent of Client to make such disclosure. This obligation of confidentiality does not extend to any information that:
 - 9.1.1 Was in the possession of Engineer at the time of disclosure by Client, directly or indirectly.
 - 9.1.2 Is or shall become, through no fault of Engineer, available to the general public.
 - 9.1.3 Is independently developed and hereafter supplied to Engineer by a third party without restriction or disclosure.
 - 9.1.4 This provision shall survive expiration and termination of this Agreement.

10. INSURANCE

- 10.1 **Engineer Insurance.** Engineer warrants that it carries the following types of insurance with the following minimum amounts of coverage:
 - 10.1.1. General Liability - \$5,000,000
 - 10.1.2. Professional Liability - \$2,000,000
 - 10.1.3. Workers Compensation – per State of Iowa law

11. LIMITATION OF LIABILITY

- 11.1 **Limitation of Liability.** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or

implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

- 11.2 **Fee Shifting.** In the event Engineer is forced to engage legal counsel to enforce this Agreement or any provision thereof, Client shall reimburse and indemnify Engineer for the actual costs incurred by Engineer in said enforcement, including but not limited to, attorney's fees at the actual hourly rate customarily charged by Engineer's counsel for the time reasonably spent in enforcement activity. In addition, if Engineer institutes any proceeding to enforce this Agreement or any provision thereof, Engineer shall be entitled to recover all court costs, including but not limited to reasonable attorney's fees, regardless of whether such action is prosecuted to final judgment.

12. INDEMNIFICATION

- 12.1 **Indemnification by Both Parties.** Each party agrees to indemnify, and hold the other Party, its parent, affiliates, subsidiaries, assigns, and each of its and their directors, officers, partners, employees and agents (collectively the "indemnified parties") harmless from and against any and all suits, claims, proceedings, damages, costs, losses and expenses, including court costs and reasonable attorneys' fees (collectively "losses"), which arise out of the performance or non-performance by the other Party, without limitation to Losses arising from and/or relating to (i) personal injury, or loss or damage to property resulting from an act, omission, or negligence of each Party; (ii) a breach by either Party of this Agreement; (iii) any claim, action or proceeding commenced against any of the indemnified parties alleging that personnel are employees of indemnified parties; (iv) each Party's conduct, actions, or inactions while on or in an indemnified parties' or a third party's premises and (v) taxes, penalties, interest and/or fines assessed by any governmental unit against any of the indemnified parties.
- 12.2 **Environmental Indemnification.** To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- 12.3 **No Defense Obligation.** The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- 12.4 **Percentage Share of Negligence.** To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Client, Engineer, and all other negligent entities and individuals.
- 12.5 **Mutual Waiver.** To the fullest extent permitted by Laws and Regulations, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

13. CONCLUDING PROVISIONS

- 13.1 **Term and Termination.** This Agreement can be terminated at any time by either Party on fourteen (14) days advance written notice. In the event of non-payment by Client, Engineer may terminate the Agreement immediately per the terms of Article 5 of this Agreement.
- 13.2 **Notice.** All notices or other communications hereunder shall be required in writing and shall be given by personal delivery or by one-day overnight delivery UPS, FedEx, DHL addressed as set forth below:
 - 13.2.1 Axiom Consultants, LLC
300 South Clinton Street #200, Iowa City, IA 52240

- 13.3 **Return of Materials.** Upon expiration or cancellation of this Agreement by either Party for any reason, both Parties will relinquish to each other all software, programs, and files, documents, books, manuals, lists records, publications, or other writings or data that came into the possession of said Party in connection with this agreement.
- 13.4 **Non-Disparagement.** The Parties agree that each will refrain from disparaging or casting negative aspersion on the other, including its officers, directors, employees, agents or members.
- 13.5 **Dissolution.** In the event of dissolution of Client, Client shall still be liable to Engineer for, and shall pay Engineer, a lump sum payment prior to such dissolution, the full monetary amount or equivalent of all compensation that would be due to Engineer. In the event of any merger, consolidation, or reorganization involving either Party, this Agreement shall become an obligation of any legal successors or successor.
- 13.6 **Severability Clause.** If any provision of this Agreement is invalid, that provision shall be disregarded, and the remainder of this Agreement shall be construed as if the invalid provision had not been included.
- 13.7 **Entire Agreement.** The Agreement contains the entire Agreement between the Parties. It may not be changed orally but only in writing signed by both parties.
- 13.8 **No Assignment.** Each Party shall not subcontract, assign, or delegate any of its rights, responsibilities, or duties under this Agreement without the express prior written consent of the other party.
- 13.9 **No Waiver.** No waiver by either Party shall be held to be a waiver of any other or subsequent breach.
- 13.10 **Successors and Assigns.** All rights conferred by this Agreement, shall be binding upon, insure to the benefit of, and be enforceable by or against the respective successors and permitted assigns of parties hereto.
- 13.11 **Governing Law and Venue.** This Agreement shall be construed and enforced according to the laws of the State of Iowa and any dispute under this Agreement must be brought in Johnson County, Iowa. The Parties hereby consent to personal jurisdiction in such courts, and irrevocably waive any right to challenge venue and/or jurisdiction therein, and further waive any argument arising from the doctrine of forum non conveniens.
- 13.12 **Alternative Dispute Resolution.** Any dispute, controversy or claim, arising out of or relating to this Agreement, or a breach thereof, shall be settled by single-arbitrator arbitration at the election of either party in accordance with the rules of the American Arbitration Association and judgment upon such award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Prior to invoking the arbitration provision hereof, the parties shall negotiate any such dispute, controversy or claim in good faith for a reasonable period of time, and shall, upon the request of either party, submit such dispute, controversy or claim to nonbinding mediation.
- 13.13 **Counterparts.** Facsimile copies or other electronically transmitted copies hereof shall be deemed to be originals and if any signature is delivered by facsimile transmission or in a ".pdf" format data file (or a similar electronic/digital format), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original.

In WITNESS WHEREOF, the parties hereto have executed this agreement, the effective date of which is indicated on Page 1.

CLIENT

Printed Name: _____

Signature: _____

Job Title: _____

Date: _____

ENGINEER

Printed Name: _____

Signature: _____

Job Title: _____

Date: _____

EXHIBIT A

Scope and Fee Attachment

**This exhibit must be attached to a Professional Services Agreement (PSA) to form a complete contract. Per the terms of the contract, this exhibit sets the terms of the scope of work, and payment therefore, under the contract.*

PART 1 – BASIC SERVICES

1. DISCOVERY & DATA COLLECTION PHASE TOTAL FEE: \$10,200.00

- A. This phase identifies the existing conditions within the city through a review of existing practices and standards, as well as field work to understand and identify the common challenges and opportunities regarding ADA compliance. From this, we will gain a comprehensive perspective on prevailing conditions and practices to develop a Plan of Action for the Transition Plan implementation that is holistic in its recommendations and minimizes financial impacts and liability.
 - 1. **STANDARDS and SPECIFICATIONS.** Review existing design standards and specifications to ensure contractors know the intent and various technical elements of achieving ADA compliance.
 - 2. **DEVELOPMENT PRACTICES.** Identify and document development practices for accessibility requirements including subdivision, roadway, and right-of-way dedicated processes.
 - 3. **CITY and IOWA DOT COMPARISON.** Understand and provide ADA responsibilities as they relate to existing maintenance agreements with Iowa DOT along state highways (Highway 22). Compare existing City standards to Iowa DOT's standards and make recommendations for changes where needed.
 - 4. **FIELD OBSERVATION and MEASUREMENTS.** Includes in the field visits and verifications of ADA access to all City owned facilities and properties. Such data collection to include measurements via tape measure, level, and survey equipment as necessary.

2. ADA IMPROVEMENT PLAN & SCHEDULE TOTAL FEE: \$4,700.00

- A. This phase will develop a plan to "transition" the system to ADA compliance and involves determining the level of need, identifying priorities, and developing investment program recommendations. Axiom will develop:
 - 1. **PRIORITIZATION TABLE.** Create prioritization table related to sidewalks, curb ramps, and City owned facilities.
 - 2. **SCORING SYSTEM.** From the prioritization table, Axiom will build an ADA compliance scoring system that includes quantitative and qualitative evaluation measures to help distinguish sidewalk segments and intersection from one another.
 - 3. **PRICING.** Develop a set of unit prices that the City can use to estimate the cost of any future sidewalk, ramp, push buttons, etc.
 - 4. **BUDGET.** Develop a set of investment tier recommendations to determine likely funding available within 0-2 years, 3-5 years, and beyond.

3. REPORTING PHASE TOTAL FEE: \$4,900.00

- A. This phase will result in the development of ADA Transition Plan.
 - 1. **DRAFT.** preparation of a draft ADA Transition Plan Report and submit it to the City for review and comment.
 - 2. **FINAL.** Based on the review and comments on the Draft Plan, Axiom will revise and prepare the Final ADA Transition Plan Report.

3. **PRESENTATION.** Axiom will present the findings and recommendations to City Council at up to two (2) meetings.

PART 2 – ADDITIONAL SERVICES

1. **GIS MAPPING** TOTAL FEE: _____ TBD

A. This phase could be utilized, if desired and approved, to depict various classifications of compliance and non-compliance via a map setting and in a format which can be utilized actively and in tracking format.

2. **INTERIOR FACILITY ASSESSMENT** TOTAL FEE: _____ TBD

A. This phase could be utilized, if desired and approved, to analyze and evaluate any City owned facilities in terms of ADA compliance internally within the interior of such structures. All other assessments as part of the BASIC SERVICES relate to site conditions and that found exterior of the buildings/structures.

PART 3 – PAYMENT and TOTALS

BASIC SERVICES BREAKDOWN

1. <u>DISCOVERY & DATA COLLECTION TOTAL</u>	\$10,200.00
2. <u>ADA IMPROVEMENT PLAN & SCHEDULE TOTAL</u>	\$4,700.00
3. <u>REPORTING TOTAL</u>	\$4,900.00
BASIC SERVICES TOTAL	\$19,800.00

ADDITIONAL SERVICES BREAKDOWN

1. <u>GIS MAPPING TOTAL</u>	TBD
2. <u>INTERIOR FACILITY ASSESSMENT</u>	TBD
ADDITIONAL SERVICES TOTAL	TBD

2024 LABOR RATE SCHEDULE

Principal	\$165.00
Senior Licensed Engineer	\$150.00
Licensed Engineer	\$135.00
Engineering Associate	\$115.00
Project Coordinator	\$125.00
Senior Designer	\$115.00
Designer	\$105.00
Professional Licensed Surveyor	\$150.00
Surveyor	\$115.00
Administration	\$ 75.00
Legal Consulting	\$500.00

RESOLUTION #2024-XX

RESOLUTION FOR CONTRACT FOR
LIBRARY SERVICES FY24-25

WHEREAS the City of Riverside does not have a public library in its community, so the City will contract with the Kalona Public Library for services to all Riverside residents.

NOW, THEREFORE, BE IT RESOLVED by the City of Riverside City Council of Riverside, IA agrees to pay the sum of \$356,000 for the Fiscal Year 2024-25, to the Kalona Public Library. All residents of the City of Riverside will be able to use all Library services.

BE IT RESOLVED this designation shall be effective July 1st, 2024 through June 30th, 2025.

MOVED BY Council Person _____, Seconded by Council Person _____ to approve the foregoing resolution.

Roll Call: Sexton, Schneider, Kiene, Mills, Rogerson

Ayes:

Nays:

Absent:

Passed and approved this 6th day of May, 2024 by the City Council of Riverside, IA.

Signed: _____ Date _____
Allen Schneider, Mayor

Attest: _____ Date _____
Becky LaRoche, City Clerk

CONTRACT FOR LIBRARY SERVICES

This contract is made and entered into this 15th day of May, 2024 by and between the City of Riverside, Iowa, and the Board of Trustees of the Kalona Public Library

CONSIDERATIONS

WHEREAS, the City of Riverside, Iowa, does not have a public library; and

WHEREAS, the Board of Trustees of the Kalona Public Library maintains a public library in its community that is in part supported by taxes levied upon the property located within its corporate boundaries, which tax meets the minimum standards set by §256.69 of the Code of Iowa; and

WHEREAS, the City of Riverside, Iowa, desires to avail itself for and on behalf of the residents of said city, use of the materials, services and facilities of the Kalona Public Library, and the Board of Trustees of the Kalona Public Library is willing to provide the same in accordance with the terms and conditions contained herein.

NOW, THEREFORE, IT IS AGREED by and between the parties that:

1. **APPROPRIATION.** The City of Riverside, Iowa, will provide an appropriation of Thirty Five Thousand Dollars and Zero Cents (\$35,000.00) for Fiscal Year July 1, 2024 through June 30, 2025, to the Board of Trustees of the Kalona Public Library for the use by all residents of the said city of the library materials and facilities within and under the jurisdiction and control of the Board of Trustees of the Kalona Public Library.

2. **PAYMENTS.** The City of Riverside, Iowa, will pay the appropriation in one full payment due and payable by the end of the month of July 2024.

3. **LIBRARY SERVICES PROVIDED.** The Board of Trustees of the Kalona Public Library agrees to furnish the use of Kalona Public Library materials, services, and facilities to all residents of the City of Riverside, Iowa, on the same terms and conditions as those now provided to the residents of the City of Kalona, Iowa.

The undersigned affirm that the foregoing contract has been approved by the City Council of the City of Riverside, Iowa and the Board of Trustees of the Kalona Public Library, and that they are duly authorized and directed to execute and thereby bind the parties hereto.

CITY OF RIVERSIDE, IOWA

BOARD OF TRUSTEES OF
THE KALONA PUBLIC LIBRARY

By: _____
Allen Schneider, Mayor

By: Frank Slabaugh
Frank Slabaugh, President

**CONTRACT FOR COMMUNITY DEVELOPMENT
BLOCK GRANT SERVICES**

Contract Title: **Contract for Community Development Block Grant Administration Services (the "Contract")**

Contractor:
(payments to) **East Central Iowa Council of Governments
700 16th Street NE, Suite 301
Cedar Rapids, IA 52402**

Contract Number: **24-DTR-002, the "CDBG Contract"**

Local Government: **City of Riverside, Iowa**

Contract Amount: **NOT TO EXCEED \$34,788**

Effective Date: **February 1, 2024**

Expiration Date: **February 1, 2027**

Pursuant to the CDBG Contract, Local Government shall obtain the written consent of Iowa Economic Development Authority ("IEDA") prior to directly or indirectly assigning its rights and responsibilities under the CDBG Contract. By executing this Contract, Local Government represents that it is in compliance with CDBG Contract obligations. The Contractor agrees to perform all services set forth in the attached Special Conditions, for the consideration stated herein. The rights and obligations of the parties to this Contract (collectively, the "Parties"; individually, a "Party") shall be subject to and governed by the Special Conditions and the General Conditions. Any work performed by the Contractor beyond this Contract's scope, as outlined in Appendix A, will conform to fees shown in Appendix B. The Parties agree that the Contractor's performance of this Contract is for the sole benefit of the Local Government and not for the benefit of any third parties, including any and all subrecipients of CDBG Contract funding. This Contract does not confer any rights to or benefits on any third parties, including any and all subrecipients of CDBG Contract funding.

To the extent of any inconsistency between the Special Conditions or the General Conditions, and any specifications or other conditions which are made a part of this Contract, by reference or otherwise, the Special Conditions and the General Conditions shall control. To the extent of any inconsistency between the Special Conditions and the General Conditions, the Special Conditions shall control.

IN WITNESS THEREOF, the Parties hereto have executed this Contract on the day and year last specified below.

Local Government:

Contractor:

Allen Schneider, Mayor
City of Riverside

Karen Kurt, Executive Director
East Central Iowa Council of Governments

Date

Date

SPECIAL CONDITIONS

Article 1.1.0 Identification of Parties

This Contract is entered into by and between the East Central Iowa Council of Governments (hereafter referred to as "Contractor") and Riverside, Iowa (hereafter referred to as the "Local Government").

Article 1.2.0 Statement of Purpose

WHEREAS, the Local Government has been awarded the CDBG Contract, to assist with implementation of a Downtown Revitalization project (the "Project"), under the Housing and Community Development Act as amended 1974, and Chapter 23 and 25 of the Iowa Administrative Code, and

WHEREAS, the Contractor has the necessary ability to develop and carry out a planning and administrative program for the CDBG Contract,

THEREFORE, the Parties hereto do agree as follows:

Article 1.3.0 Area Covered

The Contractor shall perform all the work and services required under this Contract in connection with and respecting the jurisdiction and authority of the Local Government.

Article 1.4.0 Statement of Work and Services

The Parties agree that the Contractor's performance of this Contract is for the sole benefit of the Local Government and not for the benefit of any third parties, including any and all subrecipients of CDBG Contract funding. This Contract does not confer any rights to or benefits on any third parties, including any and all subrecipients of CDBG Contract funding. The Contractor shall perform in a satisfactory and proper manner, as determined by the following work and services, as appropriate:

- 1.4.1 Provision of technical assistance in the financial management and auditing standards of the Project.
- 1.4.2 Administration, oversight and coordination of Project documentation, records and reports in accordance with CDBG record keeping.
- 1.4.3 Provide technical assistance with regard to labor and equal opportunity standards, including Davis-Bacon and related acts, Contractor Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act.
- 1.4.4 Provide technical assistance to complete the environmental review requirements according to NEPA regulations.
- 1.4.5 Provide technical assistance in regard to Affirmative Fair Housing, Section 3 compliance, and Civil Rights Laws compliance.
- 1.4.6 Develop all necessary documents and upload all required documentation into IowaGrants.gov account to comply with State and Federal regulations.

Article 1.5.0 Reports and Products

The Contractor shall prepare and submit the following reports and products to the Local Government, with copies as required:

- 1.5.1 Environmental Review Record.
- 1.5.2 Records as necessary for project completion.
- 1.5.3 Code of Conduct, URA, Procurement Policy and other reports and policies.
- 1.5.4 Status of and Request for Payment forms,

Article 1.6.0 Designation of Officials

- 1.6.1 Contractor: The Executive Director of the Contractor is the Contractor authorized to negotiate and execute any changes in the terms, conditions or amounts specified in this Contract.
- 1.6.2 Local Government: The Chief Elected Official of the Local Government is the official authorized to execute any changes in the terms, conditions or amounts specified in this Contract and is designated to negotiate on behalf of the Local Government any changes to this Contract.

Article 1.7.0 Time of Performance

The services of the Contractor are to commence on the “Effective Date” shown on Page 1 of this document, and shall be undertaken in such sequence as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the “Expiration Date” shown on Page 1 of this document. Allowable costs incurred against the Project prior to formal grant award by the IEDA shall be allowed only in the event the grant is awarded.

Article 1.8.0 Additional Special Conditions

- 1.8.1 Local Government Obligations: The Local Government shall provide in support of this Contract the amount shown on Page 1 of this document. This amount shall be provided in the form of cash.
- 1.8.2 Audit Requirements: The Local Government shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996 and OMB Circular A-133, as applicable, IEDA's administrative rules for the CDBG program (261 Iowa Administrative Code Chapter 23), and the Iowa CDBG Management Guide. The records and books of the Contractor shall be made available to the Local Government for this purpose.
- 1.8.3 General Obligations: The Contractor shall carry out the program objectives listed in the Statement of Work and Services in a lawful, satisfactory and proper manner and in accordance with such circulars, policies, procedures and requirements as may from time to time be prescribed by the State of Iowa and the Local Government.

Article 1.9.0 Conditions of Payment

- 1.9.1 Maximum Payments: It is expressly understood and agreed that the maximum amounts to be paid to the Contractor by the Local Government for any item of work or service shall be the amount not exceeding the Contract Amount shown Page 1 of this Contract unless modified by written amendment of this Contract as provided in Section 2.1.0.
- 1.9.2 Requisition for Payment: All payments to the Contractor shall be subject to the receipt by the Local Government of requisition for payment. Payments shall be made monthly. A complete accounting of all Contract costs shall occur no later than one (1) calendar month after the expiration of this Contract.
- 1.9.3 Receipt of Federal/State Funds: All payments hereunder shall be subject to the receipt of Federal/State grant funds by the Local Government. The termination, reduction or delay of Federal/State grant funds to the Local Government shall, at the option of the Local Government, be reflected in a corresponding modification to the conditions of this Contract.
- 1.9.4 Chargeable Expenses: Chargeable expenses for project time incurred by salaried personnel of Contractor will not exceed \$75 per hour. Chargeable expenses will also include reimbursement at cost for any professional services that may be necessary to be incurred for project implementation and/or administration by an agent of the Contractor.

Article 1.10.0 Project Budget

The General Administration budget for the administration of the CDBG Contract shall be the same as the amount shown on Page 1 of this document.

GENERAL CONDITIONS - HUD CDBG PROGRAM

Article 2.1.0 Amendment of this Document

The Local Government or the Contractor may, during the duration of this Contract, deem it necessary to make alterations to the provisions of this Contract. Any changes to the Special and/or General Conditions of this Contract, made by mutual agreement and in writing, shall be incorporated into this Contract. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment.

Article 2.2.0 Release of Data and Findings

Any and all reports, information, data findings, etc., given to, prepared, or assembled by the Contractor under this contract shall not be made available to any individual or organization by the Contractor prior to the completion of this Contract in its entirety, without advance written approval of such prior release by the Local Government. Unless otherwise stated in the Special Conditions of this Contract, the Contractor may release reports, information, etc., upon completion of the contract without written approval by the Local Government. This Section applies to such release mechanisms as scholarly journals, professional conferences and seminars, and news media as well as the interim products of this Contract.

Article 2.3.0 Access and Maintenance of Records

- 2.3.1 The Contractor must maintain all required records for three years beyond the date upon which IEDA's grant with HUD is closed.

- 2.3.2 At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the IEDA, 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.

Article 2.4.0 Allowable Costs

- 2.4.1 Allowable costs are specified under the approved Activity Budget as found in the local government's IowaGrants.gov account and presented in the Special Conditions of this Contract. Allowable costs are subject to audit where all or any part of Contract funds are obtained from the federal government.
- 2.4.2 Indirect cost rates shall be determined according to the principles defined by the federal audit standards.
- 2.4.3 A deviation of any amount which results in total costs exceeding the total Contract amount shall be disallowed unless otherwise provided for through amendment of this Contract. Expenditures generating deviations shall be compatible with the Contract statement of work and services and of such nature as to quality as an allowable cost.

Article 2.5.0 Suspension and Termination of Contract

- 2.5.1 Suspension: If the Contractor fails to comply with the Special Conditions and/or the general terms and conditions of this Contract, the Local Government may, after written notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contract funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions 2.5.2 or 2.5.3 hereof. The Local Government may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the IEDA regulations.
- 2.5.2 Notice of Default and Termination of Contract. Each Party shall issue a written notice of breach or default of this Contract to the alleged breaching Party, setting forth the specific details of the alleged breach or default and providing therein a fifteen (15) day period in which alleged breaching Party shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the breach or default remains, the Party issuing the breach notice shall have the right, in addition to any other rights and remedies available to it, to terminate this Contract.
- 2.5.3 Termination for Convenience: The Local Government or Contractor may terminate the Contract in whole, or in part, when both Parties agree that the continuation of the Project would not produce beneficial results commensurate with the future expenditure of funds. The Parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Local Government shall allow full

credit to the Contractor for the Local Government share of the non-cancelable obligations, properly incurred by the Contractor prior to termination.

- 2.5.4 Rights in Incomplete Products: In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other material prepared by the Contractor under this Contract shall, at the option of the Local Government, become the Local Government's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Article 2.6.0 Equal Employment Opportunity

- 2.6.1 The Contractor shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as Amended (42 U.S.C. 5309) which states that the Contractor agrees that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation under any program or activity funded in whole or in part under Title I of this Act. (Further requirements are specified in 24 CFR 570.601).

In addition, the Contractor will comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) which states that the Contractor agrees that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, or as required in Section 504 of the Rehabilitation Act of 1973, as amended, be discriminated against on the basis of disability; and notice of these provisions shall be posted in conspicuous places setting forth provisions of this nondiscrimination clause.

- 2.6.2 The Contractor provides that no person shall be discriminated against in housing and related facilities provided with federal assistance, or discriminated against in lending practices on the basis of race, color, religion, sex, national origin, age, or disability as stated in Executive Order 11063.

2.6.3 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).
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.
- Iowa Civil Rights Act of 1965.
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 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 the 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.
- ⊙ Federal Executive Order 11246, as amended by Executive Order 11357.
Provides that no one be discriminated in employment.
- ⊙ Federal Executive Order 11063, as amended by Executive Order 12259.
Equal Opportunity Housing

2.6.4 "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

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 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 the 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.
- Federal Executive Order 11246, as amended by Executive Order 11357.
Provides that no one be discriminated in employment.
- Federal Executive Order 11063, as amended by Executive Order 12259.
Equal Opportunity Housing

2.6.4 “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."

Article 2.7.0 Interest of Local Government, Contractor, Officials, & Others

- 2.7.1 Local Government: No officer, member, or employees of the Local Government and no members of its governing body, and no other public official of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affect his personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or have any personal or pecuniary interest, direct or indirect in this Contract, or the proceeds thereof.
- 2.7.2 Contractor: The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 2.7.3 Officials: No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.
- 2.7.4 Political Activity: No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

Article 2.8.0 Assignment of Interest

Neither this Contract or any interest therein nor claim shall be assigned or transferred by any Party to any third parties.

Article 2.9.0 Personnel

- 2.9.1 Selection: The Contractor represents that he/she has, or will secure, all personnel required in performing the work and services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Government.
- 2.9.2 Qualification: All of the work and services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
- 2.9.3 Change of Key Personnel: If for any reason substitution for a specified individual becomes necessary, the Contractor shall provide immediate written notification of such to the Local Government. Any replacement shall be subject to the approval of the Local Government.

Article 2.10.0 Subcontractors

The Contractor reserves the right to subcontract for the completion of the work or services specified under Articles 1.4.0-1.5.0 upon notification of, and approval by, the Local Government.

Article 2.11.0 Contract Coverage

This Contract contains the entire agreement between the Parties and any statements, inducements or promises not contained herein shall not be binding upon said Parties. This Contract shall inure to the benefit of, and be binding upon the successors in office of the respective Parties.

If any part of this Contract or any part of any provision hereof shall be adjudicated to be invalid or unenforceable, then the remaining parts of any provision not specifically so adjudicated to be invalid or unenforceable shall be executed without reference to the part so adjudicated.

Article 2.12.0 Liability

Contractor agrees to pay the costs, including damages, attorneys' fees and/or other expenses, of any litigation incurred by the Local Government arising from the failure of the Contractor to comply with the terms, rules and regulations in this Contract or resulting from negligent acts or omissions of the Contractor. Furthermore, the Contractor shall indemnify and save harmless the Local Government from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from the negligent acts or omissions of the Contractor or any person working under it, carrying out the terms of this Contract.

The Local Government agrees to pay the costs, including damages, attorneys' fees and/or other expenses, of any litigation incurred by the Contractor arising from the failure of the Local Government to comply with the terms, rules and regulations in this Contract or resulting from negligent acts or omissions of the Local Government. Furthermore, the Local Government shall indemnify and save harmless the Contractor from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from the negligent acts or omissions of the Local Government or any person working under it, carrying out the terms of this Contract.

Article 2.13.0 Certification Regarding Government-Wide Restriction on Lobbying

The Local Government certifies, to the best of its 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.”

Article 2.14.0 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

Article 2.14.1 Recycled Materials

The contractor agrees to comply all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative code chapter 1-117.6(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 he subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

Article 2.14.2 Information

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG Program.

APPENDIX A

Statement of Work and Services

The Scope of Services provided by Contractor shall ensure the local government compliance with the CDBG Program, and include the following:

- 1.1.1 Provide necessary policies for adoption by City Council, as required by IEDA.
- 1.1.2 Create environmental review record and determine level of environmental review, including the completion of an Environmental Assessment, if required.
- 1.1.3 Initiate release of funds process and status of funds hearing to ensure compliance.
- 1.1.4 Ensure all contractors meet contractor standards, per IEDA requirements.
- 1.1.5 Provide contract language necessary for all contracts with contractors and subcontractors.
- 1.1.6 Conduct contractor meetings to ensure compliance with all state and federal regulations and requirements, to include, but not limited to Section 3, Davis-Bacon wages, and lead-safe housing.
- 1.1.7 Conduct Davis-Bacon wage determinations as project progresses.
- 1.1.8 Complete Section 3 reports, as required.
- 1.1.9 Upload all necessary documentation into local government's IowaGrants.gov account.
- 1.1.10 Assist local government with creation of all documents, as required by IEDA and the CDBG program.

APPENDIX B

FEEES FOR SERVICES RENDERED BEYOND THE SCOPE OF THIS CONTRACT

Should services beyond the scope of this Contract be provided to the Local Government by the Contractor, such fees shall be set on a not to exceed basis, under separate contract, and be billable at a rate of \$75 per hour.

APPENDIX C

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 135, 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 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice 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 include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. 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 135.

E. 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

RESOLUTION ADOPTING REQUIRED POLICIES FOR CDBG FUNDING
RESOLUTION NO. _____

WHEREAS, the City of Riverside has received federal funding through the Community Development Block Grant (CDBG) program; and,

WHEREAS, all recipients of CDBG funds are required to adopt policies that 1) minimize the direct and indirect displacement of people from their homes, 2) provide equal opportunity to all employees, applicants, and program beneficiaries in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation 3) advise the public it will administer program and activities relating to housing and community development in a manner that prohibits discrimination on the basis of race, color, creed, religion, sex, national origin, disability, or familial status 4) ensure sound business judgement is utilized in all procurement procedures, and 5) ensure no conflict of interest, fraud, waste, or abuse arises from officers, employees, or agents of the City of Riverside.

WHEREAS, the City of Riverside endorses policies that 1) minimize the direct and indirect displacement of people from their homes, 2) provide equal opportunity to all employees, applicants, and program beneficiaries in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation 3) advise the public it will administer program and activities relating to housing and community development in a manner that prohibits discrimination on the basis of race, color, creed, religion, sex, national origin, disability, or familial status 4) ensure sound business judgement is utilized in all procurement procedures, and 5) ensure no conflict of interest, fraud, waste, or abuse arises from officers, employees, or agents of the City of Riverside.

NOW, THEREFORE BE IT RESOLVED, the City of Riverside hereby adopts the following provisions as its official policy:

- 1) Residential Anti-displacement and Relocation Assistance Plan (RARA)
- 2) Equal Opportunity Policy
- 3) Affirmative Fair Housing Policy
- 4) Procurement Policy
- 5) Code of Conduct

Adopted by the City of Riverside on the 6th day of May 2024.

Signed:

Allen Schneider, Mayor, City of Riverside

Date

Attest:

Becky LaRoche, City Clerk, City of Riverside

Date

The Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, As Amended

This Residential Anti-displacement and Relocation Assistance Plan (RARA) is prepared by the City of Riverside in accordance with the Housing and Community Development Act of 1974, as amended, and HUD Regulations at 24 CFR 42.325 and is applicable to our CDBG, UDAG and/or HOME-assisted projects.

Consistent with the goals & objectives of activities assisted under the Act, the City of Riverside will take the following steps to minimize the direct and indirect displacement of person from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners & tenants.
- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
- Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
- Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are "lower-income dwelling units", as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.

The City of Riverside will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG and/or HOME Programs, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

Adopted by the Council of the City of Riverside this 6th day of May 2024

Signed (Allen Schneider, Mayor): _____

Attest (Becky LaRoche, City Clerk): _____

EQUAL OPPORTUNITY POLICY STATEMENT

DATE: 5/6/2024

It is the policy of City of Riverside to provide equal opportunity to all employees, applicants and program beneficiaries; to provide equal opportunity for advancement of employees; to provide program and employment facilities which are accessible to the handicapped and to administer its programs in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

The Mayor has ultimate responsibility for the overall administration of the affirmative action/equal opportunity program. The total integration of equal opportunity into all parts of personnel and program management is the Mayor's responsibility. The Mayor will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes.

The right of appeal and recourse is guaranteed by the City of Riverside. Any person who feels that he or she has been denied employment, participation, representation, or services in any program administered by the City of Riverside because of race, creed, color, religion, sex, national origin, age, disability, political affiliation, sexual orientation, or citizenship has the right to file an equal opportunity complaint. Information and assistance relative to equal opportunity complaints shall be provided by THE CITY CLERK who can be contacted at 319-648-3501.

This Equal Opportunity Policy of the City of Riverside shall be posted in conspicuous places within the facility, distributed to all employees, contractors and to the persons of all advisory and policymaking groups.

Allen Schneider, Mayor, City of Riverside

EQUAL OPPORTUNITY POLICY STATEMENT

DATE: 5/6/2024

It is the policy of City of Riverside to provide equal opportunity to all employees, applicants and program beneficiaries; to provide equal opportunity for advancement of employees; to provide program and employment facilities which are accessible to the handicapped and to administer its programs in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

The Mayor has ultimate responsibility for the overall administration of the affirmative action/equal opportunity program. The total integration of equal opportunity into all parts of personnel and program management is the Mayor's responsibility. The Mayor will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes.

The right of appeal and recourse is guaranteed by the City of Riverside. Any person who feels that he or she has been denied employment, participation, representation, or services in any program administered by the City of Riverside because of race, creed, color, religion, sex, national origin, age, disability, political affiliation, sexual orientation, or citizenship has the right to file an equal opportunity complaint. Information and assistance relative to equal opportunity complaints shall be provided by THE CITY CLERK who can be contacted at 319-648-3501.

This Equal Opportunity Policy of the City of Riverside shall be posted in conspicuous places within the facility, distributed to all employees, contractors and to the persons of all advisory and policymaking groups.

Allen Schneider, Mayor, City of Riverside

PUBLIC NOTICE
AFFIRMATIVE FAIR HOUSING POLICY

This notice is published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability, or familial status.

The City of Riverside advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

The City of Riverside shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

The City of Riverside has designated the following (person or office) as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:

NAME: Becky LaRoche, City Clerk

OFFICE: City Hall

ADDRESS: 60 Greene St.

CITY/STATE/ZIP CODE: Riverside, Iowa 52327

PHONE NUMBER: 319-648-3501

HOURS: M-F, 8:00-4:30 p.m.



Procurement Policy

General (Replaces 2 CFR 200.318)

Subrecipients of the CDBG program must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The subrecipient alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the subrecipient of any contractual responsibilities under its contracts.

Conflicts of interest in awarding contracts (Replaces 2 CFR 200.318)

The subrecipient must maintain written standards of conduct covering and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

If the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

IEDA may terminate contracts with any CDBG subrecipient that violates this policy and may require full repayment of funds issued to the subrecipient.

Best Cost (Replaces 2 CFR 200.318)

The subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. The subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

Responsible Contractors (Replaces 2 CFR 200.318)

The subrecipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Awards must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List

System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:

1. rationale for the method of procurement
2. selection of contract type
3. contractor selection or rejection
4. the basis for the contract price.

Competition (Replaces 2 CFR 200.319)

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. IEDA will consider requests for waivers of this provision. The subrecipient must make a sufficient showing that the number of contractors that provide the goods or services is insufficient that it is necessary to not exclude contractors that developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Examples restrictions on competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equivalent" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

The subrecipient must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal or State of Iowa law expressly mandates or encourages geographic preference. Nothing in this section preempts state licensing laws.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion, provided that an appropriate number of qualified firms remain, given the nature and size of the project, to compete for the contract.

The subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or not reasonably feasible to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Types of Procurement (Replaces 2 CFR 200.320-based on Iowa Code section 11.118)

1. Small: Estimated annual value does not exceed \$5,000 and does not exceed \$15,000 for multiyear contracts: For supplies and services only. The subrecipient does not need to solicit competitive quotations if the subrecipient considers the price to be reasonable. To the extent practicable, the subrecipient must distribute such procurement equitably among qualified suppliers.
2. Simple: Estimated annual value exceeds \$5,000 but less than \$50,000 per year and does not exceed \$150,000 for multiyear contracts: For non-engineering and architectural services and supplies only. The subrecipient may use an informal competitive selection process to engage a service provider. Informal selection means price or rate quotations must be obtained from an adequate number of qualified sources. The subrecipient may contact the prospective service providers in person, by telephone, fax, email or letter. The subrecipient should solicit at least three prospective service providers. The sub recipient must justify, to IEDA's satisfaction, contacting fewer than three service providers. The justification shall be included in the contract file.
3. Professional: Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: For supplies and services and ALL engineering and architectural services, a subrecipient shall use a formal *competitive selection* process to procure the goods or services.

4. **Sealed bids: (formal advertising):** The sealed bid method is the preferred method for procuring construction. Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. A complete, adequate, and realistic specification or purchase description will be developed before bidding.

The following requirements apply:

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised (not required for nonprofit entities);
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;
4. The subrecipient shall enter into a firm fixed price contract award with the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
5. Any or all bids may be rejected if there is a sound documented reason.

Competitive Selection Process: The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when a sealed bidding process is not appropriate. If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. Proposals must be solicited from an adequate number of qualified sources;

3. The subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
5. The subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Noncompetitive proposals: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source. This type of procurement is referred to as sole-source procurement;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate. This type of procurement is referred to as single-source procurement.

Responsible unit: IEDA project managers verified via monitoring and/or state auditor

Targeted Small Businesses – Minority, Disabled, and Woman Owned Businesses (Replaces 2 CFR 200.321)

The subrecipient must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, businesses owned by disabled persons, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses, small women's business enterprises, and small businesses owned by disabled persons on solicitation lists. Link to a directory of Targeted Small Businesses in Iowa: <https://iowaeda.microsoftcrmportals.com/tsb-search/>;
- (2) Ensuring that Targeted Small Businesses are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Targeted Small Businesses;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by Targeted Small Businesses;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Iowa Economic Development Targeted Small Business Program <https://www.iowaeconomicdevelopment.com/tsb>; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Recycled Content and Products (Replaces 2 CFR 200.322)

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.

Cost Analysis and Contract Price (Replaces 2 CFR 200.323)

The subrecipient must perform a cost or price analysis in connection with every procurement action in excess of the small, simple and professional acquisition thresholds, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the subrecipient must make independent estimates before receiving bids or proposals.

The subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the subrecipient under 2 CFR 200.402 - 406.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Review of Procurement Documents and Procurement System (Replaces 2 CFR 200.324)

The subrecipient must make available upon request pre-procurement review; procurement documents, such as requests for proposals or invitations for bids; or independent cost estimates, when:

1. Requested by IEDA;
2. The procurement is expected to exceed the small, simple and professional acquisition thresholds and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small, simple and professional acquisition thresholds, specifies a "brand name" product;

IEDA Certification: The subrecipient may request that IEDA certify that its procurement system meets these standards.

Self-certification: The subrecipient may self-certify its procurement system. Such self-certification shall not limit IEDA's right to review and survey the system. If a subrecipient self-certifies its procurement system, the IEDA may rely on written assurances from the subrecipient that it is complying with these standards. The subrecipient must cite specific policies, procedures, regulations, or standards as compliant with these requirements and make its system available for review.

Bonding (Replaces 2 CFR 200.325)

For construction or facility improvement contracts or subcontracts for public improvement projects and multi-family residential buildings, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to ensure that the contractor will pay as required by law all persons supplying labor and material in the execution of the work provided for in the contract.

The subrecipient may petition IEDA to accept its bonding policy, provided that IEDA has made a determination that the Federal interest is adequately protected.

Recipients are expected to comply with all state requirements regarding bonding requirements for public improvement projects: <https://www.legis.iowa.gov/docs/code/2019/573.pdf>
Recipients should consult with their legal counsel to determine how state requirements may impact their CDBG project.

Contract Provisions (Replaces 2 CFR 200.326)

The subrecipient's contracts must contain the applicable provisions set out in Appendix II of the CDBG Management Guide

ACKNOWLEDGEMENT AND ADOPTION

As a recipient of Community Development Block Grant (CDBG) funds, the City of Riverside adopts the State of Iowa's CDBG Procurement Policies and Procedures and agrees to apply all policies and procedures to CDBG funded projects within the City of Riverside.

Adopted by the City of Riverside on the 6th day of May 2024

Allen Schneider, Mayor, City of Riverside:

Signature

Date: 5/6/2024

CODE OF CONDUCT

PURPOSE

The purpose of this Code of Conduct for the City of Riverside, is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR Part 200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION

This Code of Conduct applies to all officers, employees, or agents of the City of Riverside engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS

No officer, employee, or agent of City of Riverside shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, or agent;
- b. Any member of his/her immediate family;
- c. His/her partner; or
- d. An organization which employs, or is about to employ any of the above; has a financial or other interest in the firm selected for award.

City of Riverside officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

FRAUD, WASTE AND ABUSE

City of Riverside has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify the City of Riverside of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to the Riverside City Clerk, 60 Greene St, Riverside, IA 52327 or 319-648-3501.

REMEDIES

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against City of Riverside officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Passed and adopted this 6th day of May 2024.

Signature

Allen Schneider, Mayor

ATTEST:

Signature

Becky LaRoche, City Clerk

Certification of Compliance CDBG Procurement Standards

CDBG Applicant/Recipient: The City of Riverside

Application year: 2024

2 CFR 200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

I certify that I am the chief elected official and that the community listed above did not violate the above competition statute when competitively procuring engineering or administrative services as part of the potential CDBG award.

Signature: _____

Printed Name: Allen Schneider, Mayor

Date: May 6, 2024

POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE

WHEREAS, the City of Riverside has received federal funding through the Community Development Block Grant (CDBG) program; and,

WHEREAS, Section 519 of the Department of Veteran Affairs and U.S. Department of Housing and Urban Development, and Independent Agencies Appropriations Act of 1990 requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

WHEREAS, all recipients of CDBG funds are further required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the subject of a nonviolent protest demonstration; and

WHEREAS, the City of Riverside endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy,

NOW, THEREFORE, BE IT RESOLVED, the City of Riverside hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, the City of Riverside agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration. The City of Riverside further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that the City of Riverside has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided by the City of Riverside, which may be contacted at 319-648-3501.

Adopted by the City of Riverside this 6th day of May, 2024

Signed _____

Allen Schneider, Mayor
City of Riverside