



"Cedar Rapids is a vibrant urban hometown – a beacon for people and businesses that are invested in building a greater community now and for the next generation."

Contract Cover Sheet

| | |
|---|------------------------------|
| CONTRACT INFORMATION | |
| Requesting/Managing Department | |
| Preparing Department | Purchasing Services Division |
| Contract Name | |
| Contractor Name | |
| Estimated Amount | |
| Funding Source(s) | |
| Contract Number/RFP/RFB/RFQ Number | |
| City Council Resolution Number | |
| CIP / DID Number (On Base # - City Clerk) | |
| Term of Contract | |
| Type | |
| Summary | |
| | |
| CONTRACT PERSONNEL | |
| Requestor's Name | |
| Preparer's Name | |
| Contract Administrator | |
| Project Manager | |
| Department Director | |
| Department Manager | |
| AP Specialist Assigned | |
| Purchasing Agent | |



CONTRACT FOR _____

BETWEEN
THE CITY OF CEDAR RAPIDS
AND
CONTRACTOR NAME

CONTRACT NUMBER

Prepared by
City of Cedar Rapids
Finance Department - Purchasing Services Division

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ATTACHMENTS:

- A** **SCOPE OF WORK**
- B** **CONTRACTOR INSURANCE REQUIREMENTS AND DOCUMENTS**
- C** **FEDERAL REQUIREMENTS**
- D** **PAYMENT AND PERFORMANCE BONDS**
- E** **DRAWINGS/PLANS/SPECS**

Contract

This agreement, hereinafter referred to as "Contract", is by and between **Contractor**, hereinafter called "Contractor" and the City of Cedar Rapids, Iowa, hereinafter called "City" and is to be effective on the date it is executed by the City as shown herein below. Both Parties may be referred individually as "Party" and jointly as "Parties".

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1.0 GENERAL CONTRACT

- 1.1 In accordance with the provisions and conditions of this Contract, Contractor hereby freely enters into this Contract for the purpose of providing Work to the City and to be compensated for the Work. Execution of this Contract by the Contractor and the City constitutes written authorization to the Contractor to proceed with the Scope of Work contained herein.
- 1.2 Special terms and conditions specific to this Contract are found in Attachment A, SCOPE OF WORK.

1.3 IF FEMA

NOTICE: THIS IS A FEDERALLY FUNDED PROJECT

The City of Cedar Rapids, Iowa, is a sub-recipient of the State of Iowa, under the Public Assistance Program for the Project, RFB # _____, CFDA # 97.036.

AWARDING AGENCY: Federal Emergency Management Agency (FEMA), Department of Homeland Security.

Funding, in whole or in part, for this Project is through a Public Assistance grant from FEMA therefore all provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements ("Uniform Rules") apply to this Project.

Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements ("Uniform Rules"). Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR §§ 200.317 through 200.326 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with all applicable federal laws, regulations and executive orders.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.317 through 200.326. See additional provisions, Attachment C.

OR

If CDBG/HUD

NOTICE: THIS IS A FEDERALLY FUNDED PROJECT

The City of Cedar Rapids, Iowa, is a Sub-Grantee of the State of Iowa, under CDBG Disaster Funding for the _____ Project, RFB # _____.

AWARDING AGENCY: Department of Housing and Urban Development (HUD).

Funding, in whole or in part, for this Project is through CDBG Disaster Funding from HUD, therefore all provisions of the Federal Code of Regulations, Title 24 (CFR24) Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments apply to this Project.

Federal Law requires that contracts relating to the Project include certain provisions of CFR Title 24 Part 85.36 (h) (i) Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments. Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in CFR Title 24 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal Law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of CFR Title 24 Part 85.36 (h) (i). See additional provisions, Attachment C.

2.0 DEFINITIONS

- 2.1 "Project" shall be the City description of the essence of what is being accomplished through the performance of this Contract. Project shall be the same as what is used in the RFB, RFP, or RFQ documents for this Contract.
- 2.2 "Work" shall mean all necessary labor, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Scope of Work as defined in this Contract in Section 4.0 and Attachment A, SCOPE OF WORK.
- 2.3 "Documents" shall mean drawings, design plans, specifications, photos, reports, information, observations, calculations, notes, electronic media, survey notes, special studies, personnel information, and any other records or reports, accounting records, data or information, in any form, prepared, collected, or received by Contractor, or its Subcontractors, if any, in connection with any or all of the Work associated with this Contract.
- 2.4 "Subcontractor" shall mean any person or entity retained by the Contractor as an independent Contractor to provide a portion of the core Work required for completion of the Work specified in this Contract.
- 2.5 "Contract Number" shall be a unique number used by the City as reference for this Contract.

3.0 TERM OF CONTRACT

- 3.1 The initial term of the Contract shall be for one (1) year anticipated to be date through date.

Or

- 3.1 The initial term of the Contract shall commence on the date the City executes the Contract and shall end on date.
- 3.2 The City and the Contractor may renew the original Contract for four (4) additional one-year time periods by mutual agreement. A minimum of thirty (30) days' notice must be given to renew the contract for additional increments.

Or

- 3.2 The Contract may be extended by written mutual agreement by the City and the Contractor.

4.0 SCOPE OF WORK

- 4.1 The Contractor shall, at its sole cost and expense, provide, perform and complete all Work in full compliance with and as required by or pursuant to this Contract and as defined in Attachment A, SCOPE OF WORK, which is attached and made a part hereof.
- 4.2 The Contractor shall not commence or perform any Work outside the Scope of Work or change the Scope of Work until authorized in writing by the City Manager, as documented in Section 28.0 of this Contract. No changes to the Scope of Work shall be valid unless made in writing and agreed to by both the City and the Contractor and documented as an amendment to this Contract.
- 4.3 The City reserves the right to make changes to the Scope of Work to be provided which are within the Project.

5.0 CITY'S RESPONSIBILITIES

City's responsibilities for this Project are included in Attachment A, SCOPE OF WORK.

6.0 COMPENSATION FOR WORK

- 6.1 Use appropriate language from Bid Clause Library
- 6.2 Only allocable expenses and Work performed on or after the execution date of this Contract shall be eligible for compensation.
- 6.3 Actual travel time to and from the work location is not reimbursable under this contract.
- 6.4 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.
- 6.5 No price escalation will be allowed during the initial term of this Contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc. which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the Contract.

7.0 INVOICE PROCEDURE AND PAYMENT TERMS

7.1 **Invoice Procedure**

7.1.1 Invoices should be submitted within thirty (30) days after the **Work is completed**.

7.1.2 All invoices and supporting documentation shall be submitted at the intervals as agreed upon:

In a PDF format via e-mail to: accountspayable@cedar-rapids.org or

Via US mail to: City of Cedar Rapids Finance Department – Accounts Payable
101 First Street SE, PO Box 2148
Cedar Rapids, IA 52406-2148

7.1.3 As a minimum, Contractor invoices shall include the following information:

- Contractor name and address
- Date of Work
- City PO number
- Invoices for any materials purchased for each project plus the material upcharge (not to exceed 10%)
- Description of items and/or Work
- Quantity of items and/or Work
- Who performed the work, their job classification, number of hours worked, hourly labor rate and total labor rate charged
- Unit price
- Extended price
- The total amount being invoiced
- The Project Number / Contract Number (# _____)

7.1.4 The City of Cedar Rapids is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made. The Cedar Rapids Tax ID number is 42-6004336.

7.2 **Payment Terms**

7.2.1 Payment terms for Work authorized under this Contract shall be net forty-five (45) days, less any applicable retainage, upon receipt of an acceptable original invoice, as noted in Section 7.1.2, and after Work is provided and accepted and all required invoice support documentation is received in a format acceptable to the City.

7.2.2 All payments due hereunder shall be paid in U.S. Dollars.

7.2.3 The City may withhold payment per Section 12.0 of this Contract.

7.3 **Retainage**

7.3.1 The City shall retain 5% of the value of the Work completed, until all Work has been completed and accepted by City Council resolution. Retained payment will be held 30 days following City Council resolution to ensure any liens are cleared and all paperwork filed. A request for retainage release shall be requested at the completion of the project.

7.4 **Bonds**

Payment and Performance Bonds - Contractor shall furnish payment and performance bonds, each in an amount equal to the Contract price as security for the faithful performance and payment of all Contractor's obligations under the Contract documents. These bonds shall remain in effect at least until two years after the Work is fully accepted by the City.

8.0 **TREATMENT OF DOCUMENTS**

8.1 **Ownership**

All documents and other materials prepared by the Contractor in connection with this project are the City's sole property in which the Contractor has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the Contractor by the City shall remain the sole property of the City. Nothing written in this paragraph, however, will be interpreted to forbid the Contractor from retaining a single copy of information for its files.

8.2 **Confidentiality**

Any individual subcontracted or employed by the Contractor with authorized access to personnel information documents, if any, is given access to use any personnel information in the documents solely for the purpose of performing the Work of the Contract and must not divulge this information to anyone without a need to know. Confidentiality of personnel information contained in the documents shall survive the completion or termination of the Contract subject to applicable state statutes.

8.3 Disposal

If at any time during the performance of the Contract or following completion or termination of the Contract, Contractor and/or its subcontractors chooses to dispose of documents, disposal of documents shall:

- a) comply with any retention requirements of the agreement, and
- b) be in a manner such that documents or information in the documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

8.4 Access/Retention

During the term of the Contract or following completion or termination of the Contract the Contractor and its Subcontractors, if any, shall maintain all accounting records and other documentation generated in performing the Work under the Contract.

For contracts with **no** federal funding

The City or any duly authorized representative of the City shall have access to all such information for the purpose of inspection, audit and copying during normal business hours. All such information shall be retained for five (5) years from the date of final payment and after all other pending matters under the Contract are closed.

For contracts **with** federal funding

Any duly authorized representative of the City, the State or a Federal Agency shall have access to all such information for the purpose of inspection, audit and copying during normal business hours. All such information shall be retained for five (5) years from the date of final payment and after all other pending matters under the Contract are closed including but not limited to litigation, claim, negotiation, audit or any other action involving the records.

This access shall be made available to the City or duly authorized agent and shall be considered incidental to the Scope of Work contained herein. As such, there shall be no additional compensation allowed the Contractor for maintaining this information and allowing the herein described access.

9.0 **AUDITS**

9.1 The City shall be allowed to audit the Contractor's records prior to considering an amendment to the Contract, Schedule, or Scope of Work.

9.2 If Project is funded in any way utilizing Federal Funds the Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

10.0 **INDEPENDENT CONTRACTOR**

Both Parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

11.0 **TERMINATION**

11.1 Termination of Award for Convenience

The City may terminate the Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, **at least thirty (30) calendar days before the effective date of such termination (remove red language if CDBG/HUD funded project)**. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under this Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

11.2 Default and Termination for Cause

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the terms or conditions of this Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all completed Work, documents, and delivered materials shall, at the option of the City, become its property, and the Contractor shall be entitled to receive compensation for any satisfactory Work completed, and delivered Materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City are determined.

11.3 Termination Notices

Termination notices sent hereunder shall be sent via mail that requires receipt acknowledgment, or by email or facsimile with first-class mail backup to Contractor and to City at their respective addresses and to the primary city contact listed Section 32.0 of this Contract or to such other address/person as the Parties shall provide.

12.0 **CITY'S RIGHT TO WITHHOLD**

12.1 Notwithstanding any other provision of this Contract and without prejudice to any of City's other rights or remedies, the City shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate City for any actual or prospective loss due to:

- a) Work that is defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Contractor;
- b) Damage for which Contractor is liable under this Contract;
- c) Valid liens or claims of lien;
- d) Valid claims of Subcontractors or other persons;
- e) Delay in the progress or completion of the Work;
- f) Inability of Contractor to complete the Work;
- g) Failure of Contractor to properly complete or document any pay request or invoice;
- h) Any other failure of Contractor to perform any of its obligations under this Contract; or
- i) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in this Contract.

12.2 The City shall be entitled to retain any and all amounts withheld until the Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the City. The City shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the City and chargeable to the Contractor under this Contract.

13.0 **INSURANCE**

13.1 Prior to the start of the Work, and at all times during the term of the Work and this Contract, and any extensions thereof, the Contractor shall purchase, at its own expense, and maintain insurance with companies in good standing and acceptable to the City. Such insurance will protect the Contractor from liability and claims for injuries and damages which may arise out of or result from the Contractor's operations under this Contract and for which the Contractor may be liable, whether such operations are by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

13.2 For the protection of the Contractor and the City, but without restricting or waiving any obligations of the Contractor herein contained, the Contractor shall insure the risks associated with the Work and this Contract with minimum coverages and limits as set forth in Attachment B, INSURANCE REQUIREMENTS AND DOCUMENTS.

14.0 **CONTROLLING LAW**

This Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to

the Contract throughout, as the case may be. The Contractor certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

15.0 REGULATORY AGENCY COMPLIANCE

Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Cedar Rapids expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the work they perform.

16.0 FORCE MAJEURE

Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

17.0 DISPUTES

- 17.1 Should any disputes arise with respect to this Contract, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 17.2 The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute and the City shall continue to make payment for all Work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.
- 17.3 The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to stop or delay Work according to Attachment A, SCOPE OF WORK.

18.0 INDEMNIFICATION

The Contractor shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees {add “, the United States Government, FEMA, the State of Iowa, their agencies and agents” if this is a FEMA project} from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Contractor, its employees, Subcontractors or any independent Contractors working under the direction of either the Contractor or Subcontractor in the performance of this Contract.

19.0 WARRANTIES

19.1 Warranties - Goods

The Contractor warrants that all articles, materials and goods shall be consistent with manufacturer’s specifications and will be free from defects. Without limitation of any rights which the City may have by reason of any breach of warranty, goods which are not as warranted may be returned at Contractor’s expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

19.1 Warranties - Work

- 19.1.1 The Contractor shall perform Work for the City pertaining to the Project as set forth in this Contract.
- 19.1.2 Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of this Contract.

- 19.1.3 Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work done under this Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.
- 19.1.4 Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.
- 19.1.5 Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

19.2 Warranties – Intellectual Property

Contractor represents and warrants that all the materials, goods and services produced, or provided to the City pursuant to the terms of this Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and services. The Contractor represents and warrants that the materials, goods and services, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Contractor further represents and warrants that the materials and work do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Work contemplated by this Contract.

20.0 GENERAL TERMS

- 20.1 For projects equal to or greater than \$50,000 Section 4.03 of the Cedar Rapids Municipal Code requires that no Contract shall be deemed to be created or exist unless and until the City Council has adopted a resolution to award the project and to authorize the City Manager to sign the Contract.
- 20.2 The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Cedar Rapids or the State of Iowa.
- 20.3 All Attachments referred to in this Contract are hereby incorporated herein by this reference.
- 20.4 The invalidity or unenforceability of any particular provision(s) of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, and this Contract shall remain in full force and effect.

21.0 ENTIRE CONTRACT

This Contract and its Attachments contain the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced.

22.0 ASSIGNMENT

- 22.1 The City and the Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other Party to this Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Contract.
- 22.2 Any assignment or attempt at assignment made without prior written consent of the City shall be void.

23.0 SUBCONTRACTING

- 23.1 The Work relating to this Contract, or any portion thereof, unless documented in this Contract, may not be subcontracted without the prior written approval by the City Manager in the form of a Contract amendment, as documented in Section 28.0 of this Contract.

- 23.2 Requests to add Subcontractors shall be in writing and shall name the Work to be performed, the organization which will perform the Work, and the value of the Work to be performed and shall only be added by written amendment to this Contract.
- 23.3 Subcontractors which are shown as part of this Contract shall be deemed to be approved when this Contract is executed.
- 23.4 Subcontractors shall meet and be held to all of the terms and conditions of this Contract by the Contractor.

24.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Contractors, Subcontractors and Vendors that engage in contracts with the City of Cedar Rapids, Iowa agree as follows:

- 24.1 The Contractors, Subcontractors and Vendors will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, families with children, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship.
- 24.2 The Contractor, Subcontractor and Vendor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above.
- 24.3 The Contractor, Subcontractor and Vendor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Contractor, Subcontractor and Vendor.

25.0 ADA COMPLIANCE

- 25.1 The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act <https://www.law.cornell.edu/uscode/text/42/12101>.
- 25.2 Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation - <https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>, Section 504 of the 1973 Rehabilitation Act <https://www.ada.gov/cguide.htm#anchor65610>, and similar statutes and regulations prohibiting discrimination on the basis of disability.
- 25.3 The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Cedar Rapids relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.
- 25.4 It is the responsibility of the Contractor to understand and implement the Accessible Design specifications indicated above (Article 26.1 and 26.2) into all applicable construction projects, including being aware of and making considerations for expected field or manufacturing tolerances, as stated in article 104.1.1 of the 2010 ADA Standards for Accessible Design. Further, the Contractor shall be responsible to make the construction workers aware of the specifications and tolerances in projects that involve ADA design items. Any subsequent inspection of installations of facilities or construction that results in failure to meet the Accessible Design parameters, these items shall be removed and replaced at the expense of the Contractor.

26.0 NON-COLLUSION STATEMENT

- 26.1 Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure this Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with this Contract.
- 26.2 There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under this Contract, or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in this Contract.

26.3 Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with this Contract.

27.0 CONFLICT OF INTEREST

Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor or sub-contractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

28.0 CONTRACT AMENDMENTS

- 28.1 No alteration, change, or modification of the Scope of Work, Schedule, or any of the terms or conditions of this Contract shall be valid unless made by written amendment.
- 28.2 This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract and signed by the City Manager.
- 28.3 The Contractor shall not commence any Work not included in the Scope of Work or change the schedule until authorized in writing by the City Manager in the form of a Contract amendment.
- 28.4 The Contractor shall not exceed the maximum fees, as noted in Section 6.0, without a prior written request to the City Purchasing Agent and authorization by written amendment to this Contract, including a change to the Scope of Work. The written request shall include documentation and justification for such request including a detailed cost and schedule impact to the Project.
- 28.5 Contractor shall make no claim for additional compensation in the absence of a written contract amendment to this Contract.

29.0 CLOSEOUT OF AGREEMENT

Upon completion of the Work included in this Contract, the Contractor shall submit the following:

- All documents requested by the City
- A final invoice

30.0 SURVIVAL

All express representations and indemnifications made in or given in this Contract will survive the completion of all Work of the Contractor under this Contract or the termination of this Contract for any reason subject to applicable state statutes.

31.0 SEVERABILITY

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

32.0 PRIMARY CONTACTS

| City – Contract Administrator: | | Contractor – Contract Administrator: | |
|--------------------------------|--|--------------------------------------|--|
| Diane Muench, CPPB | | Contact | |
| Purchasing Services | | Company | |
| 101 First Street SE | | Street address | |
| Cedar Rapids, Iowa 52401 | | City, State Zip | |
| Phone | (319) 286-5023 | Phone | |
| Fax | (888) 815-3659 | Fax | |
| E-Mail | d.muench@cedar-rapids.org | E-Mail | |
| | | | |

| | | | |
|--------------------------------|-------|--------------------------------------|--|
| City – Project Manager: | | Contractor – Project Manager: | |
| City Contact - Department | | Contact | |
| City of Cedar Rapids, Iowa | | Company | |
| Street address | | Street address | |
| Cedar Rapids, IA 5240x | | City, State Zip | |
| Phone | (319) | Phone | |
| E-Mail | | E-Mail | |

33.0 EXECUTION BY COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on the date of the Contract duly authorized by all necessary and appropriate corporate action to execute this Contract.

CITY OF CEDAR RAPIDS, IOWA

CONTRACTOR NAME

By: Jeffrey A. Pomeranz, City Manager Date

Authorized Signature Date

Attested by: Alissa Van Sloten, City Clerk Date

| | |
|--|--|
| This Contract has been reviewed by the Finance Department – Purchasing Services Division of the City of Cedar Rapids and is approved for further processing. | |
| FOR INTERNAL USE ONLY | _____ By: Diane Muench, CPPB, Purchasing Services Manager Date |

ATTACHMENT A – SCOPE OF WORK

Whenever used in this Contract the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Contractor shall mean **Contractor name**. The City’s Project Manager shall mean **name of employee and title**, who is the designated coordinator and administrator for the Work under this project.

The Contractor shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Work (hereinafter “Work”). The Work will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

ATTACHMENT B – INSURANCE REQUIREMENTS AND DOCUMENTS