Rock Rapids
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City of Rock Rapids, Iowa

PRICE QUOTATION FOR LEGAL SERVICES FOR CDBG-DR GRANT PROGRAM – HOME BUYOUTS

November 11, 2026

REQUEST FOR PRICE QUOTE

Legal Services – Community Development Block Grant Disaster Recovery (CDBG-DR) Program Home Buyouts, City of Rock Rapids, Iowa

Issue Date: November 11, 2026

The City of Rock Rapids is requesting price quotes from qualified attorneys or law firms licensed to practice in the State of Iowa to provide legal services related to residential real estate acquisition under the Community Development Block Grant Disaster Recovery (CDBG-DR) Program..

Project Overview

The City of Rock Rapids has received notification that three (3) residential properties have been approved for voluntary acquisition through CDBG-DR Program following the 2024 flooding disaster. The City is seeking legal counsel to assist with the preparation and execution of purchase agreements and the closing of real estate transactions associated with these voluntary home buyouts.

The selected attorney or law firm will work with City staff, property owners, and other professionals involved in the project to ensure that all acquisitions are completed in compliance with applicable federal, state, and local regulations.

Scope of Services

The selected legal counsel will be expected to provide services that may include, but are not limited to:

- Preparation and review of purchase agreements for residential property acquisitions.
- Legal guidance to ensure compliance with CDBG-DR Grant Program requirements.
- Coordination with the City, property owners, title companies, and other parties involved in the transactions.
- Preparation and review of closing documents.
- Oversight of real estate closings for the three (3) approved properties: 106 Pearl Street, 502 1st Avenue East and 504 First Avenue East, all located in Rock Rapids, Iowa. Abstract examination, update and final continuation
- Ensuring proper transfer of title and recording of deeds.
- Advising the City on legal matters related to the property acquisition process.
- Coordination and review of title work, including the ability to obtain, review, and submit title certificates or title guarantees to the Iowa Finance Authority (IFA) as required.

Federal Requirements

This project is funded in whole or in part with federal financial assistance. The selected firm must comply with all applicable federal requirements, including but not limited to:

- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
- Contract Work Hours and Safety Standards Act
- Equal Employment Opportunity requirements
- Debarment and Suspension (Executive Orders 12549 and 12689)
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

All required federal contract clauses will be incorporated into the final agreement.

"Respondents and any resulting contractor shall make good faith efforts to encourage the participation of minority-owned and women-owned business enterprises (M/WBEs) in all aspects of the project, including contracting and subcontracting opportunities."

Qualifications

Price Quotes will be considered from attorneys or law firms that:

- Are licensed to practice law in the State of Iowa.
- Have experience with residential real estate transactions.
- Have familiarity with federally funded grant programs or government acquisitions (preferred but not required).
- Demonstrate the ability to complete the work in a timely and professional manner.

Price Quote Submission Requirements

Price quotes should include the following information:

1. Name, address, and contact information of the attorney or law firm.
2. Summary of relevant experience, particularly with real estate transactions or government-funded programs.
3. Description of the firm's approach to providing the requested legal services.
4. Identification of the attorney(s) who would be assigned to the project.
5. Proposed fee structure (hourly rate, flat fee, or other pricing method), including:
    - A bid breakdown on a per-property basis
    - A total not-to-exceed price for all three (3) properties combined
6. Confirmation of the firm's ability to comply with all applicable federal requirements and contract clauses.
7. At least two professional references.

Price Rate Quote Deadline

Quotes must be received by the City of Rock Rapids no later than:

November 24, 2026 at 1:00 PM

Quotes may be submitted by mail, email, or delivered in person to:

City of Rock Rapids
Attn: Micah Freese, City Operating Officer
411 First Avenue
PO Box 403
Rock Rapids, IA 51246
Email: city@rockrapids.net

Selection Process

The City will review price quotations based on costs. Although any firm submitting a price quote needs to demonstrate the they possess the qualifications, relevant experience, and the ability to meet project timelines. The City reserves the right to request additional information or conduct interviews if deemed necessary.

The City of Rock Rapids also reserves the right to reject any or all price quotes and to select the quote that it determines to be in the best interest of the City.

Questions

Questions regarding this Request for Quotes may be directed to:

Micah Freese
City Operating Officer
City of Rock Rapids
(712) 472-2553
city@rockrapids.net

"Time is of the essence in the performance of this Contract.

The Contractor acknowledges that the timely completion of the Project is a material term of this Agreement and that delays in the completion of the Project will result in substantial damages to the Owner, including but not limited to potential loss of CDBG funds, delays in project utilization, and additional administrative costs.

The parties agree that actual damages for delay would be difficult to determine with certainty and that the amount set forth herein represents a reasonable estimate of such damages and is not intended as a penalty.

Therefore, if the Contractor fails to complete the work required under this Agreement by the Completion Date specified in the contract or any extension thereof approved in writing by the Owner, liquidated damages shall

be assessed at a rate of five thousand dollars ($5,000.00) for each calendar day beyond the Completion Date that the work remains incomplete.

These liquidated damages shall be deducted from any payments due or to become due to the Contractor, or, if such payments are insufficient, shall be immediately due and payable by the Contractor to the Owner upon demand. Nothing in this provision shall be construed to limit any other rights or remedies available to the Owner under this Agreement, at law, or in equity."

Termination for Cause

This agreement may be terminated, for cause, by either party upon thirty (30) days written notice in the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The contractor is is entitled to "just and equitable compensation" for satisfactory work completed up to the termination date, based on available CDBG funds. The contractor waives any and all other claims for damages. Upon termination, any finished or unfinished documents and materials become the property of the City.

Termination for Convenience

The performance of work under this contract may be terminated by either party in accordance with this clause in whole, or from time to time in part, whenever the determination is made that such determination is in the best interest of both parties. All reasonable costs associated with this contract and incurred up to the date of termination will be paid by the City. No payment will be made for work completed after termination of this contract. Upon termination, any finished or unfinished documents and materials become the property of the City.

Federal Compliance Assurances

In connection with the carrying out of this agreement, all parties shall comply with the following laws and regulations:

Access to Maintenance of Records "The Contractor must maintain records, including supporting documentation, for the greater of three years after the date the Recipient is notified that the State CDBG contract has been closed with HUD.

"At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract"

Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting "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."

Certification regarding government-wide restriction on lobbying: All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying: "The Recipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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."

Clean Air and Water Acts: (for all contracts < $100,000)

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738 (Providing administration of the Clean Air & Water Acts)

Clean Air and Water Acts - required clauses in all contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended.

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

(1) The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.

(2) The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) The Contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

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

Federal Executive Orders 11246 & 11375 (For all contracts < $10,000)

"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."

Federal Labor Standards (For all contracts < $2,000)

"During the execution of this agreement, the contractor agrees to comply by all Federal, State and local labor standards in effect, including to but not limited to the following regulations:".

- Davis-Bacon and Related Acts, as amended;
- Contract Work Hours and Safety Standard Act, as amended;
- Copeland Anti-kickback Act, as amended;
- Fair Labor Standards Act, as amended

Build America, Buy America Requirements

"This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. While professional services are not subject to BABA, the Provider understands that they are responsible for ensuring that, absent a waiver by the Department of Housing and Urban Development, Provider shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

Sample BABA Language for Inclusion into Advertisement for Bids: "This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Contractor shall include Manufacturer's Certification for BABA requirements for all BABA covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation. For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change. Contractor shall designate responsible parties for determining the final classifications for all project items. " *BABA Does Not Apply to This Project.*

Section 3 requirements under 12 U.S.C. § 1701u A.

A. "The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
C. The Contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for

training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
E. The Contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.
F. The Contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
G. The Contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
H. The Contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
I. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
J. The Contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

" Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

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

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

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;

2. The worker is employed by a Section 3 business concern; or 3. The worker is a YouthBuild participant. Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section
3 Business through HUD's website:
https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness

Recycled Materials

"The Contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

- When appropriate, specifications shall include requirements for the use of recovered materials and products;
- The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product;"

Federal Executive Orders 11063, as amended by Executive Order 12259 "The Contractor agrees to comply with the provisions of Executive Order 11063, as amended by Executive Order 12259, which prohibit discrimination in the sale, leasing, rental, or other disposition of residential property and related facilities financed in whole or in part with federal assistance. The Contractor shall not discriminate against any person on the grounds of race, color, religion, sex, or national origin in the sale, rental, or use of housing or residential property built or rehabilitated with assistance provided under this contract. The Contractor further agrees to:

The Contractor shall not discriminate against any person on the grounds of **race, color, religion, sex, or national origin** in the sale, rental, or use of housing or residential property built or rehabilitated with assistance provided under this contract. The Contractor further agrees to:

- Include this provision in all subcontracts or agreements related to this federally assisted construction project;
- Cooperate with the U.S. Department of Housing and Urban Development (HUD) in any enforcement or compliance reviews;
- Maintain and provide records as required to demonstrate compliance with applicable federal requirements.
- Failure to comply with this provision shall be considered a material breach of contract and may result in suspension or termination of this Agreement, in addition to other remedies available under law or regulation."

Section 109, Housing & Community Development Act of 1974 (42 USC 5309): "The Contractor agrees that no person shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds on the grounds of: Race, color, national origin, sex, or religion. Additionally, as required by amendments to the Act and related statutes and regulations, the Contractor further agrees not to discriminate on the basis of disability.

Accordingly, the Contractor shall:

- Take all necessary and reasonable steps to ensure non-discrimination in employment, service delivery, housing, and access to facilities;
- Include this clause in all subcontracts or agreements funded in whole or in part with CDBG funds;
- Cooperate fully with any compliance or enforcement reviews conducted by the U.S. Department of Housing and Urban Development (HUD) or its designee;
- Maintain and furnish records as necessary to demonstrate compliance;"

Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC ss 200d): "The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88352, 42 U.S.C. § 2000d et seq.) and all applicable regulations issued pursuant thereto, including those found at 24 CFR Part 1. Under Title VI, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. Not discriminate against any person in employment, contracting, housing, or service delivery on the basis of race, color, or national origin. 2
2. Include this clause in every subcontract or purchase order involving the use of federal funds.
3. Maintain and provide access to records sufficient to demonstrate compliance with Title VI upon request of the funding agency or the U.S. Department of Housing and Urban Development (HUD).
4. Cooperate fully in any compliance review or complaint investigation undertaken pursuant to Title VI."

Title VIII of the Civil Rights Act of 1968 (aka 'Fair Housing Act'): "The Contractor shall comply with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601–3619), which prohibits discrimination in housing and housing-related transactions on the basis of: Race, color, religion, sex (including sexual orientation and gender identity), disability, familial status, or national origin.

Accordingly, the Contractor agrees to:

1. Not discriminate in the sale, rental, lease, financing, design, construction, marketing, or provision of services related to any housing or residential facilities constructed or assisted under this contract.

2. Display the Equal Housing Opportunity logo and statement on all housing advertisements and marketing materials associated with the project.

3. Include this provision in all subcontracts related to residential construction, rehabilitation, leasing, or sale of housing units funded in whole or in part with federal funds.

4. Cooperate fully with any investigation, compliance review, or enforcement action conducted by the U.S. Department of Housing and Urban Development (HUD) or other designated entity."

Section 504 of the Rehabilitation Act of 1973 (PL 93-112, 29 ISC 794): "The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by HUD regulations at

24 CFR Part 8, which prohibit discrimination on the basis of disability in any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. Not discriminate against any qualified individual with a disability in the provision of services, employment, housing, or access to facilities under this Contract.

2. Ensure that all new construction and alterations funded in whole or in part with federal assistance are designed and constructed to be readily accessible to and usable by individuals with disabilities, as required by applicable accessibility standards (e.g., UFAS or ADA Standards, as applicable).

3. Take appropriate steps to ensure that communications with applicants, beneficiaries, and members of the public with disabilities are as effective as communications with others.

4. Make reasonable accommodations in policies, practices, and procedures when necessary to avoid discrimination, unless such accommodations would impose an undue financial or administrative burden.

5. Include this provision in all applicable subcontracts and agreements."

Age Discrimination Act of 1975 (42 USC 1601 et seq): "The Contractor agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and the implementing regulations at 45 CFR Part 90, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Accordingly, the Contractor shall:

1. Ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this contract or related activities on the basis of age.
2. Not use age as a basis for employment decisions, service delivery, or participation in housing or construction-related benefits funded by this contract.
3. Include this clause in all subcontracts or agreements involving federal funds under this project.
4. Cooperate fully with any compliance review or investigation conducted pursuant to this Act.
5. Maintain and provide records as required to demonstrate compliance with the Age Discrimination Act."

Americans with Disabilities Act (PM 101-336, 42 USC 12101-12213): "The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (PL 101-336, codified at 42 U.S.C. §§ 12101–12213) and all applicable implementing regulations.

Under the ADA, no qualified individual with a disability shall, on the basis of disability, be:

- Excluded from participation in,
- Denied the benefits of, or
- Subjected to discrimination in any program, service, or activity funded in whole or in part under this Contract.

Accordingly, the Contractor shall:

1. Ensure that all employment practices, public facilities, housing, services, and communications related to this project are accessible and non-discriminatory toward individuals with disabilities.

2. Design and construct facilities to meet or exceed applicable accessibility standards, such as the 2010 ADA Standards for Accessible Design or UFAS, where applicable.

3. Make reasonable modifications to policies, practices, and procedures to accommodate individuals with disabilities, unless doing so would result in an undue burden or fundamental alteration.

4. Provide effective communication methods, including auxiliary aids and services, when necessary for equal access.

5. Include this clause in all subcontracts and agreements funded in whole or in part by CDBG or other federal funds."

Lead-Based Paint Compliance (24 CFR Part 35 – Lead Safe Housing Rule) Applies to pre-1978 residential structures receiving CDBG or other HUD funding

Types of projects:

- Rehabilitation
- Acquisition
- Leasing
- Supportive housing
- Tenant-based rental assistance

"The Contractor shall comply with the Lead Safe Housing Rule (24 CFR Part 35), which implements the requirements of the Lead-Based Paint Poisoning Prevention Act and applies to housing constructed prior to 1978 that is receiving federal financial assistance under this Contract.

Accordingly, the Contractor agrees to:

1. Identify and evaluate lead-based paint hazards in housing units constructed before 1978, using required methods such as visual assessments, paint testing, or risk assessments, as applicable based on project scope and funding level;

2. Control or eliminate lead-based paint hazards through interim controls or abatement in accordance with Subparts J (Rehabilitation), K (Acquisition), or M (Tenant-Based Rental Assistance) of 24 CFR Part 35;

3. Ensure that all work involving lead-based paint is performed by properly certified and trained workers, supervisors, and inspectors in accordance with EPA's Renovation, Repair and Painting (RRP) Rule and HUD guidelines;

4. Provide residents with proper notices and disclosures about the presence and hazards of lead-based paint as required under Subpart B of 24 CFR Part 35;

5. Follow clearance procedures after hazard control work, including proper testing by certified risk assessors or clearance technicians;

6. Keep and submit records and reports demonstrating full compliance with the Lead Safe Housing Rule and make such records available to HUD or the funding agency upon request.

The Contractor shall include this clause in all subcontracts involving residential rehabilitation, acquisition, or construction of pre-1978 housing units."

Iowa Civil Rights Act of 1965, Chapter 216

"The Contractor agrees to comply with the provisions of the Iowa Civil Rights Act of 1965 (Iowa Code Chapter 216), which prohibits discrimination in employment, housing, public accommodations, education, and credit based on:

Race, creed, color, sex, sexual orientation, gender identity, religion, national origin, disability, or age (where applicable), and familial status (in housing).

Accordingly, the Contractor shall:

1. Not discriminate in hiring, promotion, layoff, termination, or other employment practices;

2. Provide equal access to housing, services, and facilities without regard to protected characteristics;

3. Make reasonable accommodations for persons with disabilities;

4. Include this clause in all applicable subcontracts and agreements under this contract;

5. Cooperate with any investigation or compliance review conducted by the Iowa Civil Rights Commission (ICRC) or other designated authority."

Iowa Code Section ss 19B.7 The Contractor agrees to comply with Iowa Code Section 19B.7, which requires that all state and local government agencies and their contractors and subcontractors prevent and eliminate discrimination in employment and public contracting.

Accordingly, the Contractor shall:

1. Not discriminate against any employee or applicant for employment or any business or individual in the awarding of subcontracts, on the basis of: Race, Color, National origin, Sex, Gender identity, Sexual orientation, Religion, Age, Disability, Creed

2. Include this nondiscrimination provision in all subcontracts and procurement agreements;

3. Make good faith efforts to encourage the participation of minority-owned and women-owned business enterprises (M/WBEs) in all aspects of the project, including contracting and subcontracting;

4. Provide documentation of such efforts upon request by the local jurisdiction, the Iowa Department of Administrative Services, or other authorized entity.