

REQUEST FOR PROPOSALS
§404 Hazard Mitigation Property Acquisition Demolitions Program
City of Vinton, Iowa

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed proposals for the demolition, removal and disposal of §404 HMGP Acquisition properties is hereby requested by the City of Vinton, Iowa. (See attached list of property addresses with detailed descriptions; some addresses may entail dwellings, attached or detached garages, outbuildings, concrete or asphalt flatwork, wells, cisterns, planters and or retaining walls. Other may entail only detached garages, outbuildings, concrete or asphalt flatwork, wells, cisterns, planters and or retaining walls.)

Sealed proposals must be received at the East Central Iowa Council of Governments, Cedar Rapids, Iowa, no later than 10:00 o'clock a.m., **September 7, 2010**. The envelope(s) shall be clearly marked "§404 HMGP PROPERTY ACQUISTION DEMOLITIONS"

All bids will be opened at the aforementioned time and date and will be acted upon by the City Council of Vinton at a later date after a thorough review has been completed of all submitted bid packages.

By making a proposal on this Project, the bidder represents that the bidder has examined the properties in question. Any questions about the meaning or intent of the specifications must be submitted three business days prior to the opening of the proposals.

The bidder who is awarded the contract shall execute a Letter of Agreement and will be given a Notice to Proceed at the direction of the City.

All work is to be done in strict compliance with these plans and specifications.

Bid proposals shall be completed in the format of a bid tabulation sheet attached hereto. Other documents that are a part of this Request for Proposal include: Signature Page, Insurance Requirement and Bonding information pages.

The plans, specifications and proposed contract documents may also be examined at the office of the City Clerk. Copies of said plans and specifications and form of proposal blanks may be secured at the office of City, by bona fide bidders.

The City Council reserves the right to reject any and all bids, to waive technicalities or irregularities and to enter into such contract as it shall deem to be to the best interests of the City. The City Council reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids.

SPECIAL TERMS AND CONDITIONS

A. Scope of Work

The primary purpose of this work is to demolish and haul away debris from certain Hazard Mitigation Grant Program acquired structures owned by the City. The Contractor understands and agrees that demolition and debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible.

The work to be performed under this Contract shall consist of demolition and removal of the structures listed in these specifications along with detailed descriptions. Also to be included are any structures remaining on the lot; all concrete, stone, brick, asphalt or other flatwork, planters, retaining walls and the like, as well as capping of wells and collapsing of cisterns, if any. A Debris Monitor will be employed by the City to monitor the performance of this Contract. Any direction issued by the Monitor shall be deemed as direction by the City. No demolition activities shall be performed and no debris shall be loaded without the presence of the Monitor issuing a proper load ticket to document the origin of the load with address and GPS Coordinates, date, time, contractor name, driver, truck number, debris type and load departure time.

The City-owned structures are deemed to be clear of or have been abated for Asbestos Containing Materials (ACM), and may be handled as such.

The Contractor shall maintain all work sites to appropriate use standards, safety standards, and regulatory requirements. All materials shall be removed, hauled, and disposed according to applicable federal, state and local requirements.

The Contractor shall be responsible for compliance with all federal, state and local requirements related to structure demolition and removal.

B. Utility Disconnects

The Contractor shall be responsible for coordinating with private utility companies for disconnection of services, including, but not limited to electricity, natural gas, cable television and internet.

1. **Water Service Disconnects.** As part of the Project, the Contractor shall be responsible for the disconnection of the water service at the main ***prior to demolition*** of the structure. The location of the water main, if known, will be provided by the City to the best of its knowledge. Methods of Work on the water mains and service lines shall be subject to prior approval by the City of Vinton's Water Superintendent and inspection. The Contractor shall not backfill the area prior to inspection by the Water Superintendent or his designed.

Those water services controlled by a corporation cock valve on the water main shall be disconnected at the main by closing the cock valve and disconnecting the service lines. A cap or corporation nut shall be placed on the corporation cock valve. Upon completion of a water service disconnect and inspection of the same, the Contractor shall backfill the excavation. The backfill shall be compacted to 95 percent of the maximum dry density as set forth in ASTM Test Method D698.

2. **Sanitary Sewer Disconnects.** As part of the Project, the Contractor shall be responsible for the disconnection of the sanitary sewer service at the main **prior to demolition** of the structure. The location of the sanitary sewer main, if known, will be provided by the City to the best of its knowledge. Methods of Work on the sanitary sewer mains and service lines shall be subject to prior approval of the City of Vinton's Water Superintendent and inspection. The sanitary sewer disconnect shall be subject to approval of the Water Superintendent prior to backfilling the area.

The sanitary sewer service lines shall be cut off at the sanitary sewer main and shall be tightly and permanently sealed with a plug of mortar. The plug shall be subject to approval of the Wastewater Superintendent prior to backfilling. The Contractor shall keep a temporary plug in the sanitary sewer line to prevent storm water and debris from infiltrating the sanitary sewer line prior to constructing the final plug. Upon completion of the sanitary sewer service line disconnection, the Contractor shall completely backfill the excavation. The backfill shall be compacted to 95 percent of the maximum dry density as set forth in ASTM Test Method D698.

C. Tires, Household Hazardous Waste, White Goods and Electronics

Tires, Household hazardous waste (HHW) (which includes propane tanks, paint, pesticides and other materials that are prohibited items from disposal in municipal landfills and construction/demolition sites), **white goods and electronics (e-waste) will be first segregated from the structures and transported to the Benton County Landfill for disposal in accordance with it's rules and regulations. These wastes must be segregated in the field and hauled in concentrated loads.**

D. Demolition of HMGP Acquisition Structures

All demolition debris, including the building superstructure, cement slabs of basement-less structures, other cement slabs, sidewalks, driveways, planters, retaining walls, patios, decks, fences and the like must be removed from the site. **All demolition debris shall be disposed of at the Cedar Rapids Landfill Site 1.** The price has been established as \$37.00 a ton. Please notify the landfill before disposing of waste. Basements are to be collapsed inward to at least two feet under grade with the rubble left in the basement. A hole of at least two feet in diameter is to be punched into the floor prior to backfilling. If a retaining wall must be removed, the walls shall be completely removed and the embankment shall be cut back to a slope of two horizontal to one vertical.

As designated by the City, the Contractor shall employ good demolition techniques, which includes:

1. Using demolition techniques that minimize ground disturbance. Trees shall not be removed except in cases where obstruction is a safety factor.
2. Maintaining the practice of keeping personnel at a safe distance from demolition activities.
3. Loading the materials with techniques to maintain a sufficient distance from personnel to reduce excessive exposure to airborne material.
4. Tarping loads or otherwise preventing material from becoming airborne during hauling.
5. Manual cleaning of the demolition site to remove all materials from the site.

Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization.

E. Securing the Site

The Contractor shall take all necessary steps to secure each site in a manner to prevent access by the general public.

F. Backfill - Finishing

The Contractor shall obtain inspection and approval from the City prior to backfilling any excavations, holes or depressions on the demolition site. Excavations, cellar holes, basement holes, abandoned cisterns or other depressions in the demolition site shall be filled and compacted with sand or earthen fill and a tillable layer of topsoil spread over the entire lot to a uniform, natural grade consistent with the established adjacent grades.

G. Erosion Control

The Contractor shall apply 6" of top soil and an adequate amount of seed on each lot after demolition, concrete removal and backfill to prevent soil erosion.

H. Cleanup

All pieces, parts, scraps, debris, rubbish, wood or organic materials from a structure or part of a structure in the process of being demolished shall be cleaned up and removed from the premises on a weekly basis. Final cleanup after a structure is demolished shall include complete and thorough removal from the premises of all parts or pieces of the building, its contents and its furnishings, including all debris, organic materials, rubbish, wood, concrete and masonry rubble. All hazardous open pits and recesses shall be filled with thoroughly tamped earth or mortar, whichever is completely required to eliminate the hazard.

Sewers, stacks, or other sanitary ducts extending to or through floors and slabs shall be filled as provided.

I. Debris Ownership and Hauling Responsibilities

Once the Contractor begins an activity on a site, all debris and items of personal property on the site is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris.

J. Debris Disposal

1. The Contractor acknowledges, represents and warrants to the City that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other federal, state or local agencies or authorities. **Contractor is required to use the Cedar Rapids Landfill Site 1 for all regular debris and the Benton County Landfill for white goods and household hazard waste.**

2. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered under the scope of work shall be at the sole risk of the

Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by the scope of work.

3. The Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made out of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

4. The Contractor shall insure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

K. Equipment

1. The Contractor shall be equipped with the normal tools of the trade and shall furnish all labor, tools, equipment and other items necessary for and incidental to executing and completing all required work.

2. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations, including, without limitation, all USDOT, Iowa DOT and safety regulations, and are subject to approval of the City. All loads must be secured and solid metal tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pickup any oil spilled from loading or hauling vehicles.

3. The Contractor shall supply vinyl placards identifying the City, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and other information. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view when entering the landfill facility.

4. The Contractor shall include with this bid submittal a complete and updated list of all equipment that will be dedicated to this project. The listing shall include the following information:

- a. Truck and/or trailer license number.
- b. Year, make and color of each backhoe, truck, trailer, water truck, roll-off, dumpster, or any other equipment to be used with this project.

5. Each truck and trailer carrying debris shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the City shall not be paid for debris being transported.

6. Load tickets shall be supplied by the debris Monitor for all trucks and shall include a means of identifying the truck, the specific location (address and GPS Coordinates) from which the debris was being removed, the disposal site to which the materials were delivered and a place for authorization by the City or Debris Monitor or the landfill site operator. Such tickets shall be required to process billing statements by the Contractor.

L. Property Damage

The Contractor shall be responsible for all damages to public and private property. The Contractor shall be responsible for having at least one person of authority and responsibility at the job site. Contractor shall keep a report of all damage. If public or private property is damaged by the Contractor and is not repaired in a timely manner as determined by the City, the City has the option of having the damage repaired at the Contractor's expense to be reimbursed to the City or withheld from future payments of the Contractor.

M. Archeology

In the event that archeological deposits (soils, artifacts and features, including cisterns, privies, alluvial wells and the like), or other remnants of human activity are uncovered, or if archeological deposits are found during demolition, the project will be halted immediately in the vicinity of the discovery, and the contractor will take reasonable measures to avoid or minimize harm to finds. The contractor will inform the Applicant's on-site monitor who will in turn notify an Applicant official. The Applicant will then inform the State Historical Society of Iowa (SHSI) and FEMA immediately. Work in the sensitive area cannot resume until a qualified archeologist determines the extent of the discovery, consultations between SHSI and FEMA are complete, and the Applicant has been notified by SHSI and FEMA.

N. Hold Harmless

The Bidder agrees to protect, defend, indemnify and hold harmless the Applicant, its officers and employees, the US Government, FEMA, State of Iowa, their agencies and agents from any and all claims, damages, liability, loss and expense of every kind and nature made, arising out of, resulting from or incurred by reason of any claims, actions or suits based upon or alleging bodily injury, including death, or property damage rising out of resulting from the Contractor's operation under this contract, whether by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. Contractor is not and shall not be deemed an agent or employee of the Applicant.

O. Pricing

This is a unit price, lump sum contract; all bids, bid components and bid tabulations are on a "not to exceed" basis. Change orders, additions, deletions and any other changes in the scope of work, will take the form of written amendments mutually agreed to by Contractor and City. In the case of mathematical errors, transposition of figures and the like, actual bid tabulation totals will take precedence over summary bid figures.

P. Non –adherence to bid specifications

Non –adherence to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be thrown out.

Q. Bid Evaluations

Bid evaluations will be made individually. Price will not be the sole determining factor in this award. Other criteria as listed in "Bid Award Criteria" below will be considered, as well as any other factors that the Applicant determines may affect the suitability of the bid for their requirements. A Contractor's submission of a bid constitutes their acceptance of the evaluation technique and their recognition and acceptance that the Applicant will use subjective judgment.

R. Monitoring

This Project is totally or partially funded by FEMA. FEMA site monitor(s) will be present to observe and monitor demolition procedures at the worksite.

S. Award of Bid

Award of the bid shall be made to the lowest and best responsive and responsible Bidder(s) meeting the specification set forth herein. In addition to the quoted price, the following is a substantial list (in no particular order of importance) of the criteria that will be used in our determination of Bidder's responsibility and suitability:

- Company's reputation and financial status;
- Past experience and service provided by the bidder to the Applicant;
- Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services and provide the products specified;
- Company's ability to meet the Applicant's insurance and bonding requirements;
- Strength of bidder's hiring and training programs
- Company's ability to immediately fully staff the project with certified, licensed staff; and,
- Strength of the company's safety program and history.

The Applicant reserves the right to accept or reject any or all bids; to request rebids; to waive irregularities and technicalities in bids, such as shall best serve its requirements and interests. If determined that a contract for some or the entire project should be awarded, the process of awarding the Contract shall be as follows:

- The Applicant shall determine which bidder has submitted the lowest and most responsive and responsible bid, who has best met the bid criteria as set out above and make its recommendation to the City Council.
- The City Council shall consider a resolution awarding the contract and authorizing the Mayor to sign this contract on behalf of the Applicant. No contract shall be deemed to be created and exist, unless and until the Applicant adopts a resolution awarding this contract and authorizing the Mayor to execute this contract.
- The Mayor signs this contract.
- The Applicant issues a "Notice to Proceed" to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.

If the Applicant determines that all the bids received should be rejected, the bidders shall be notified by the Applicant accordingly. At that point, the Applicant may re-bid the project.

T. Conflict of terms

If there is a conflict between the terms of these Special Terms and Conditions and the Letter of Agreement, the Special Terms and Conditions shall prevail.

U. Government-Mandated Provisions

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the Applicant's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section 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 Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 44 CFR § 13.36(i).

A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of five (5) days after notice of default has been given by Applicant to Contractor, then Applicant may take any one or more of the following steps, at its option:

1. By mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Applicant hereunder, or obtain damages caused to the Applicant by any such default;
2. Have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
3. Make no further disbursements, and demand immediate repayment from Proposer of any funds previously disbursed under this Agreement;
4. Terminate this Agreement by delivering to Contractor a written notice of termination; and/or
5. Take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of Applicant to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that Applicant prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by Applicant.

B. Termination for Cause and for Convenience. Applicant may choose to terminate this Agreement at any time by delivering to Contractor seven (7) days advance written notice of intent to terminate.

C. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

D. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subcontracts for construction or repair)

E. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276A-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by federal grant program legislation, but does not apply to projects paid for with disaster funding)

F. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

G. Patent Rights and Copyrights. With respect to any discovery or invention which arises or is developed in the course of or under this Agreement, Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this Agreement, the Contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.

H. Access to Documents. Contractor shall exercise best efforts to maintain communication with Applicant's personnel, whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to Applicant, Iowa Homeland Security and Emergency Management Division (HSEMD), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the Applicant, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the Applicant's use of such documents on other projects.

I. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.

J. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

K. Energy Efficiency Standards. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

L. Bonding requirements. 44CFR 13.36 (h) states that for construction or facility improvement contracts or subcontracts the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall 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 his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor 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.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Attachments:

Instruction to Bidders and General terms and Conditions

Bid Tabulation Form

Signature Page

Building Demolition and Insurance Requirements

FEMA Procurement requirements

List of Structures with specific details including lots without dwellings

SIGNATURE PAGE

The undersigned Bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required services and pay all incidental costs in strict conformity with these documents for the stated process as payment in full.

Our bid, consisting of the total of the tabulated amounts submitted for each site is \$_____.
Amount in written form: \$_____.

Submitting Firm:

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print name and title)

Authorized Representative's Signature:

Date : _____ Email: _____

Phone: _____ Fax: _____

EXCEPTIONS/DEVIATIONS to this Request for Bid shall be taken in writing on an attached document provided by the Bidder. Please be as specific as possible. If your company has no exceptions/deviations, please write "No Exceptions".

FIRM PRICING. Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract. ***Any changes in the Scope of Work will take the form of written amendments; all bid tabulations are made on a "not to exceed" basis.***

ADDENDA (It is the Bidder's responsibility to check for issuance of any addenda). The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number _____ Date _____ Addenda Number _____ Date _____

Addenda Number _____ Date _____ Addenda Number _____ Date _____

PAYMENT METHOD. A check will be issued upon passing Final Inspection from the Building Inspector and the Debris Monitor.

We choose not to bid at this time but would like to be considered for future requests for bid.

BUILDING DEMOLITION & INSURANCE REQUIREMENTS

CONTRACTOR, at its own expense, shall procure and maintain the following insurance so as to cover all risk which shall arise directly or indirectly from CONTRACTOR'S obligations and activities.

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all of the Contractors employees carrying out their work.
2. **General Liability Insurance** with limits of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out their work.
3. **Automobile Liability Insurance** with **either** a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits **or** split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of work by the Contractor or its employees.

Subcontractors. In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor. Asbestos removal must be done by a licensed asbestos removal contractor with a current certificate of insurance on file with the City.

Qualifying insurance. Policies shall be issued by insurers who are authorized to do business in the State of Iowa. All policies shall be occurrence form and not claims made form. The Contractor shall be responsible for deductibles and self-insured retentions in the Contractor's insurance policies.

Additional Insured. The City of Vinton, its officers and employees shall be named as additional insured on the Contractor's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance. This provision does not apply to workers compensation insurance.

Certificate of Insurance Requirements

1. "The City Vinton, its officers and employees" shall be designated as additional insured's.
2. The minimum liability limits required by the City are \$1,000,000. This must be occurrence form liability coverage.
3. The following address must appear in the Certificate Holder section: City of Vinton, _____
_____ IA _____.
4. Certificate of Insurance must be provided to the City prior to starting the project and before a permit will be issued. Certificates may be sent by email, fax, mail, or delivery. (*see cover page*)
5. Contractor shall provide the City with a renewal certificate of insurance 20 days prior to policy expiration dates.

INSTRUCTION TO BIDDERS AND GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word CITY refers to the CITY OF Vinton, IOWA throughout these Instructions to Bidders and General Terms and Conditions. Similarly, BIDDER refers to the person or company submitting an offer to sell its goods or services to the CITY. The words QUOTATION, BID and PROPOSAL are all offers from a BIDDER, but may represent different methods of obtaining price and other information from the BIDDER.
2. **BID TABULATION AVAILABILITY** - Bids will be evaluated promptly after opening. After award, a bid tabulation summary will be sent to all companies who submitted a bid or returned a Statement of No Bid. BID RESULTS WILL BE GIVEN OVER THE TELEPHONE. No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid Opening date.
3. **BIDDER QUALIFICATIONS** - No Bid shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Proposal specifications.
4. **BID FORM** - Each Bidder must submit an original Bid on the forms attached plus any additional sheets provided by the Bidder that may be required for additional information. The Bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. The City will not consider replies that are not on the City's form. Bidders may submit additional information and brochures relative to the services for which they are offering pricing, but those submittals will only be considered in addition to, not in lieu of, any bid submitted on the City's form. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
5. **SPECIFICATION DEVIATIONS BY THE BIDDER** - Any deviation from this specification MUST be noted in detail, and submitted in writing and attached to the Bid Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document.
6. **BIDDER REPRESENTATION** - Each Bidder must sign the Bid with his/her usual signature and shall give his/her full business address on the form provided in this Bid.
7. **COLLUSIVE BIDDING** - The Bidder certifies that the bid submitted by said Bidder is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
8. **BROCHURES** - Bids may include adequate brochures and advertising literature describing the service offered in such fashion as to permit ready comparison with our specifications where applicable.
9. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Bid documents shall be through written addendum and furnished to all Bidders. Verbal information obtained otherwise will not be considered in awarding of Bids.

10. **BID CHANGES** - Bids amendments thereto or withdrawal requests received after the time advertised for Bid Opening will be void regardless of when they were mailed.
11. **HOLD HARMLESS AGREEMENT** - The Bidder agrees to protect, defend, indemnify and hold harmless the City of Vinton, its officers, and its employees from any and all claims and damages of every kind and nature made, rendered or incurred by or on behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Bidder, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
12. **COMPLETION DATE** - The completion as stated in the Bid Form shall be the time required to complete project after the award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the City, show the completion date for each item separately. If only a single completion date is shown, it will mean that all tasks of the project included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the project will be completed in the time stated, assuming that the time between the Bid Opening and the Notice to Proceed does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the completion time indicated is considered sufficient to delay the operational needs for which the service is intended.
13. **BID REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to reject any or all Bids. The City further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the City.
14. **BID CURRENCY/LANGUAGE** - All Bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
15. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 60 days and upon receipt of an original invoice.
16. **MODIFICATION, ADDENDA AND INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Bidder in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
17. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
18. **TELEGRAPHIC/ELECTRONIC BID SUBMITTAL** - Telegraphic and/or bid offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.
19. **MISCELLANEOUS** - The City reserves the right to reject any and all bids or parts thereof. The City reserves the right to inspect Contractor's facilities prior to the award of this bid. The City reserves the right to negotiate optional items with the successful Bidder.
20. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the City.
21. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

22. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, and as of the time that notice is given by the City, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the City, become its property, and the successful Bidder shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Bidder shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Bidder. The City may withhold any payments to the successful Bidder for the purpose of set-off until such time as the exact amount of damages due the City from the successful Bidder is determined.
23. **TERMINATION OF AWARD FOR CONVENIENCE** - The City may terminate the award at any time by giving written notice to the successful Bidder of such termination and specifying the effective date thereof, at least thirty (7) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Bidder or under the award shall, at the option of the City, become its property. If the award is terminated due to the fault of the successful Bidder, termination of award for cause relative to termination shall apply. If the award is terminated by the City as provided herein, the successful Bidder will be paid an amount as of the time notice is given by the City which bears the same ratio to the total compensation as the services actually performed bear to the total services the successful Bidder covered by the award, less payments of compensation previously made.
24. **FORCE MAJEURE** - For the purpose hereof, 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. 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.
 - b. The party who is prevented from performing by force majeure (i) 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 (ii) shall remedy such cause as soon as reasonably possible.
25. **ASSIGNMENT** - Bidder shall not assign this order or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.
26. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
27. **TIME PERIOD** - Prices are to be honored for the time period stated in your response on the Signature Page.
28. **EXTENSION** - Any or all of the awards made as a result of this Request for Bid may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
29. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.

30. **METHOD OF AWARDING/QUOTING** - The City reserves the right to make awards based on the entire bid or on an individual basis. However if you offer your bid based on an "all or none" condition, the City may consider your bid non-responsive and reject the entire bid.
31. **TAXES** - The City of Vinton 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.
32. **BID INFORMATION IS PUBLIC** – All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Vinton in connection with a bid or proposal, the submitting party recognized this and waives any claim against the City of Vinton and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Vinton and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Vinton arising from any bid opportunity.
33. **PURCHASE ORDER** – Purchase Orders will not be issued from the City of Vinton.
34. **NO GIFT STANDARD** - The City of Vinton is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we ask all vendors to abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

LISTING OF PROPERTY ADDRESSES

This project includes the following addresses or property legal descriptions, and any additional information, including white and brown goods, and adjacent lots which may be a part of the project:

1. 105 West 2nd St., Vinton, Iowa: House (furnace, refrigerator, stove, microwave oven, water heater)
2. 107 West 2nd St., Vinton, Iowa: House, garage (fridge and dishwasher in garage; furnace and water heater in house)
3. 208 2nd Avenue, Vinton, Iowa: House, garage (3 tires and refrigerator in garage; furnace, hot water heater, grill-no propane tank, TV)
4. 303 East 3rd St., Vinton, Iowa: House, concrete pad (nothing)
5. 302 3rd Avenue, Vinton, Iowa: House, small shed (refrigerator, stove, wood stove, 2 small dehumidifier units)
6. 511 West 3rd St., Vinton, Iowa: House, attached garage, shed (furnace/wall air conditioner in garage)
7. 515 West 3rd St., Vinton, Iowa: House, garage (furnace, water heater)
8. 205 B Avenue, Vinton, Iowa: House (water heater, furnace)
9. 106 A Avenue, Vinton, Iowa: House, garage, fencing, cement (nothing); May have interested buyer of garage and roof. Please deduct any profit from these for estimate. Contact City Coordinator Andy Lent for additional information.
10. 101 West 2nd St., Vinton, Iowa: House/store, shed (hot water heater with extra storage tank, furnace)
11. 207 East 3rd St., Vinton, Iowa: House, garage, swingset, outdoor fireplace (washer and dryer vertical unit, water softener unit, possible cistern on east side)
12. 209 East 3rd St., Vinton, Iowa: House, concrete pad, storm cellar (water heater)
13. 213 East 3rd St., Vinton, Iowa: House, deck, attached garage (two wall AC units and small stove and oven on second floor, furnace, and water heater in basement)
14. 202 3rd Ave., Vinton, Iowa: House, attached garage (nothing)
15. 504 Riverside Dr., Vinton, Iowa: House, garage, driveway (central air unit, furnace, 2 tires in garage); may have an interested buyer for the garage-please deduct what you would sell this garage for. (contact City Coordinator, Andy Lent)

Some addresses may be lots which do not have a "house", or addresses where the house and basement have been previously removed; remaining items to be demolished and removed may

consist of all or any of the following: garages, sheds or other outbuildings; wells, cisterns, patios, retaining walls, planters, landscape features such as pools and waterers, walkways, sidewalks, drive-ways and the like. This lists consists of most of the white and brown goods in the homes. Please price with caution as it may not be complete.

BID TABULATIONS PAGE

Having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Bid, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this Request for Bid is a part. Contractor hereby agrees to commence work under this contract on a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work in the contractual period of time allotted. **Any amendment(s) to the scope of work will take the form of written amendment(s).** The estimated quantities below do not necessarily reflect the actual quantities of debris that will be moved as part of this Contract. The estimated quantities will be used for the sole purpose of assisting the City in its evaluation of the bids for award of a Contract, if one is to be made. The Contractor acknowledges that no representation or guarantee is made by the City or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. **The tipping fee charged by the _____ Landfill for is \$_____ per ton. The Contractor shall pay all tipping fees and disposal costs and the tipping fees shall be included in the unit prices submitted on the Bid Submittal Form.**

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

PRICING SHALL INCLUDE TIPPING FEES OR DISPOSAL FEES, WITH EXCEPTION OF #5 and #6.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
1.0	STRUCTURE REMOVAL AND DISPOSAL , resulting from demolition.	_____Tons	_____	\$_____ Per ton	\$_____
2.0	WHITE GOODS. The Contractor shall transport all white goods (appliances), furnaces & water heaters, in accordance with all federal, state, and local requirements and deposit them at an approved recycling facility. The Contractor will handle the units in a manner that will prevent them from discharging remaining refrigerants (Freon) into the atmosphere.	_____Pieces	_____ _____ _____	\$_____ Per piece	\$_____
3.0	ELECTRONIC WASTE. Contractor shall collect and transport electronic wastes to a central collection site identified by the City.	_____Pieces	_____	\$_____ Per piece	\$_____
4.0	REMOVAL AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTES (HHW). If directed by the City in writing, the Contractor shall collect and transport household hazardous wastes to a central collection site identified by the City.	_____Pounds	_____ _____	\$_____ Per pound	\$_____
5.0	UTILITIES DISCONNECT. If directed by the City in writing, the Contractor shall disconnect and remove all utilities in accordance with the standards found in our Standard Specifications for Public Improvements.	_____Structures	_____	\$_____ Per structure	\$_____
6.0	CLEAN FILL DIRT. The Contractor shall acquire, deliver, place and compact in 12 inch lifts up to grade, clean fill dirt in exposed basements and in other flood or non-flood related depressions as a result of demolition activities on the property and as directed by the City.	_____Cubic Yards	_____ _____ _____	\$_____ Per cubic yard	\$_____
7.0	DEMOLITION AND REMOVAL OF CONCRETE-ASPHALT-ASSORTED. The Contractor shall remove cement slabs of basement-less structures, other cement slabs, sidewalks, driveways, planters, retaining walls, patios, decks, fences and the like must be removed from the site.	_____Tons	_____ _____	\$_____ Per ton	\$_____
8.0	BASEMENTS. Basements are to be collapsed inward to at least two feet below grade with the rubble left in the basement. A hole of at least 24" diameter is to be punched into the basement floor prior to backfilling.	_____ Structure	_____	\$_____ per Structure	\$_____

THIS BID TABULATION IS FOR THIS STRUCTURE ADDRESS: _____
TOTAL BID PRICE NOT TO EXCEED: \$ _____ **(NUMERIC)**
TOTAL BID PRICE NOT TO EXCEED: \$ _____ **(WRITTEN)**
CONTRACTOR: _____ **By:** _____

LETTER OF AGREEMENT

Project §404 Hazard Mitigation Property Acquisition Demolitions Program
For the City of _____

Contractor: _____
Address: _____
City: _____

THIS AGREEMENT, entered into this ____ day of _____, 2010, is by and between the City of Vinton, Iowa, (hereinafter called the City), and _____, (hereinafter called the Contractor).

WHEREAS, the City requires dwelling and other structural demolitions, basement removals, concrete, asphalt and masonry flatwork and other site material removal; backfill and excavated site leveling to be performed in connection with the above identified project; and

WHEREAS, the Contractor certifies to be qualified and willing to perform the work required in accordance with the standards and criteria hereinafter set forth, and pursuant to the terms, provisions and conditions hereof,

NOW, THEREFORE, the parties hereto mutually agree as follows:

The Contractor shall furnish all tools, equipment, labor and materials for the proposed demolition in accordance with all applicable plans, specifications, codes and ordinances of Vinton, Iowa.

The Contractor will be required to maintain a valid Certificate of Liability Insurance for the duration of the project. The Contractor must also remain in good standing as a Registered Contractor through Iowa Workforce Development.

The Contractor will be paid contract price for all items satisfactorily completed. Such payment shall be full compensation for demolition removal work including basement foundation, for debris disposal, for furnishing and placing backfill, for site clearance, for all permits, licenses, inspections, water and sewer disconnections, for complying with all laws, rules, regulations, and ordinances, including safety, and for furnishing all material, equipment, tools and labor to complete the work, in accord with the plans and these specifications listed in the signed and awarded Request for Bid received by the City on _____, 2010 from the Contractor.

Payment for the work completed shall be based on the following price:

Item No.	Description	Amount
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TOTAL

The work shall commence within five (5) days after being notified by the City and shall be completed within 30 days of the issuance of Notice to Proceed. Time extensions will be granted for those portions of the project affected by inclement weather conditions.

The Contractor shall not begin work on the demolition project until after this contract agreement signed by the Contractor and City and a completely executed copy has been returned to the Contractor with Notice to Proceed.

Payment will be made to the Contractor within thirty (30) days after the completion and approval thereof by the City Council. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement.

The Contractor agrees to perform all "extra work" which may be required to complete the work contemplated at unit prices to be agreed upon in writing prior to starting such work, or if prices or sums cannot be agreed upon to perform such work on a force account basis, as provided in the specifications. All amendments to this contract shall be agreed to in writing.

During the performance of this contract, the Contractor itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained in Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this contract. The Contractor must comply with the following laws and regulations: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Iowa Civil Rights Act of 1965 (Iowa Executive Orders 15 and 34); Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213); Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) ; Title VIII of the Civil Rights Act of 1968, as amended; Federal Executive Order 11063, as amended by Executive Order 12259; Federal Executive Order 11246, as amended; and 44 CFR 13.36(i), which is attached as Exhibit "A", except for compliance with the Davis-Bacon Act (No. 5), which is not required for this project.

It is understood and agreed that the City Council may at any time cancel or terminate this agreement for any good and reasonable cause or for any other reason at the convenience of the City. Such cause includes, but is not limited to, failure of the Contractor to fulfill or discharge any of the duties or obligations or to otherwise perform in accord with terms of this agreement. The City's agent shall cancel the agreement by sending notice of cancellation the Contractor by certified mail. In the event the agreement is cancelled, the City's agent shall determine the amount of payment due. Payment will be made on the basis of the schedule of fees for completed demolition and site clearance and on the basis of pro-rated time for partially completed work. In no case shall payment exceed the greater of either the schedule of fees specified on Page 2 or any revisions to such fee schedule made under the terms of this agreement. The effective date of contract termination shall be the date of delivery of said certified mailing.

The Contractor must maintain all required records for five (5) years after final payments are made and all other pending matters are closed. The Contractor will grant access by the Iowa Homeland Security and Emergency Management Division, the City of Vinton, the Federal Emergency Management Agency, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.
2. 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, and officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Federal Lobbying" in accordance with it's instruction.
3. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Government-Mandated Provisions

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the Applicant's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section 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 Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 44 CFR § 13.36(i).

A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of five (5) days after notice of default has been given by Applicant to Contractor, then Applicant may take any one or more of the following steps, at its option:

1. By mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Applicant hereunder, or obtain damages caused to the Applicant by any such default;
2. Have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
3. Make no further disbursements, and demand immediate repayment from Proposer of any funds previously disbursed under this Agreement;
4. Terminate this Agreement by delivering to Contractor a written notice of termination; and/or
5. Take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of Applicant to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that Applicant prevails against Contractor in a suit or other

enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by Applicant.

B. Termination for Cause and for Convenience. Applicant may choose to terminate this Agreement at any time by delivering to Contractor seven (7) days advance written notice of intent to terminate.

C. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

D. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subcontracts for construction or repair)

E. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276A-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by federal grant program legislation, but does not apply to projects paid for with disaster funding)

F. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

G. Patent Rights and Copyrights. With respect to any discovery or invention which arises or is developed in the course of or under this Agreement, Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this Agreement, the Contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.

H. Access to Documents. Contractor shall exercise best efforts to maintain communication with Applicant's personnel, whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to Applicant, Iowa Homeland Security and Emergency Management Division (HSEMD), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the Applicant, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the Applicant's use of such documents on other projects.

I. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.

J. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

K. Energy Efficiency Standards. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

L. Bonding requirements. 44CFR 13.36 (h) states that or construction or facility improvement contracts or subcontracts the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall 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 his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor 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.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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.

Contractor:

By: _____

Date: _____

CITY OF _____

Approval recommended:

By: _____

Date: _____

Approved:

By: _____, Title: _____

Date: _____