

REQUEST FOR SEALED BID
Hazard Mitigation Property Demolitions
Pottawattamie County, Iowa

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids from qualified contractors for the demolition, removal and disposal of Hazard Mitigation Grant Program (HMGP) acquisition properties is hereby requested by the Pottawattamie County, Iowa, (County) a Sub-Grantee of the State of Iowa. A listing of ten (10) demolition properties may be found in Exhibit C, page 14 of this notice. (Some addresses may entail dwellings, attached or detached garages, outbuildings, concrete or asphalt flatwork, wells, cisterns, planters, and/or retaining walls.) The County's acquisition program (Project) is strictly voluntary, thus any property owner may withdraw at any time. As a result, the actual number of properties requiring demolition could vary downward from those proposed.

Sealed bids must be received in the Pottawattamie County Planning Department, Courthouse Annex – 223 South 6th Street, Council Bluffs, Iowa 51501, no later than 4:00 pm on September 30, 2022. The envelope(s) shall be marked to indicate the contents include a demolition bid for Pottawattamie County. Bids shall be publicly opened and evaluated on October 3, 2022. **The bid will be awarded on a lump sum basis and paid on a per unit basis.** After an award is made, a bid summary will be sent to all firms who submitted a bid.

All bidders shall have a minimum of five (5) years of demolition experience. The bid shall include responses to the questions listed on the last page of the Exhibit C – Bid Tabulations.

Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids. No bid may be modified or withdrawn for a period of sixty (60) calendar days thereafter. By making a bid 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 seven business days prior to the bid opening.

The bidder who is awarded the contract shall execute a Letter of Agreement (Contract) and will be given a Notice to Proceed at the direction of the County. **No work is to commence prior to the issuance of a Notice to Proceed by the County.**

Other Documents that are a part of this Notice include: Exhibit A – Instructions to Bidders and General Terms and Conditions, Exhibit B – Insurance and Bonding Requirements, Exhibit C – Bid Tabulations, Exhibit D – Signature Page, Exhibit E – Draft Letter of Agreement and Exhibit F – Asbestos Survey Results. **All bids shall include a completed Exhibit C and Exhibit D and required attachments.**

The County reserves the right to reject any and all bids, to waive, what is in its sole opinion, minor irregularities of any type or nature that are not material. Further, mathematical errors in individual bid tabulations and/or total bid summations resulting in differing amounts than submitted will, at the sole discretion of the County, be taken into consideration and either waived, if deemed not material, or considered to be a basis for bid rejection. The County will enter into such Contract as deemed to be in its best interest.

For further information, please contact Ryan Ossell with the Metropolitan Area Planning Agency (MAPA), 2222 Cuming Street, Omaha, NE 68102 or telephone (402) 444-6866 ext. 3218.

SCOPE OF WORK

1. Project Scope - The primary purpose of this work is to remove flood damaged properties to be acquired by the County. The work to be performed under this Contract shall consist of the removal asbestos containing material (ACM) and removal of the structures and other improvements listed in the specifications.

A Debris Monitor will be employed by the County to monitor the performance of this Contract. Any direction issued by the Monitor shall be deemed as direction by the County. 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, date, time, contractor name, driver, truck number, debris type and load departure time.

Although properties must be abated for asbestos containing materials (ACM) prior to demolition, the discovery of ACM during the demolition phase is a possibility. Upon discovery, work shall immediately cease. The Contractor will notify the County's Site Monitor, who will then contact the Project Manager. Arrangements will then be made by the Project Manager to address the discovery, which must be abated prior to work re-commencement.

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 asbestos abatement and structural demolition. This includes compliance with State and OSHA work safety regulations. **The Contractor must submit with its proposal a copy of its Iowa Contractor registration.**

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

- A. Using demolition techniques that minimize ground disturbance. Trees shall not be removed except in cases where obstruction is a safety factor.
- B. Maintaining the practice of keeping personnel at a safe distance from demolition activities.
- C. Wetting structures during demolition to minimize dust.
- D. Minimize track out from the sites on the County streets for dust control.
- E. Loading the materials with techniques to maintain a sufficient distance from personnel to reduce excessive exposure to airborne material.
- F. Tarping loads or otherwise preventing material from becoming airborne during hauling.
- G. Manual cleaning of the demolition site to remove all materials from the site.

2. Utility Disconnects - The Contractor shall be responsible for coordinating with private utility companies for disconnection of services, including, but not limited to water, sanitary sewer, electricity, natural gas, communication.

- A. Water – All active and abandoned wells shall be removed and capped and associated components removed in accordance with Pottawattamie County and IDNR requirements

- B. Any septic tanks and cisterns found, if not removed, floors and walls must be cracked or crumbled so the tank will not hold water and the tank must be filled with sand or another clean fill. Work shall be completed in compliance of Pottawattamie County and IDNR requirements
- C. Private Utility Services – The following energy and communications services are provided in the County.
 - MidAmerican Energy – Electrical Service
 - Private Communication Services

3. Tires, Household Hazardous Waste, White Goods and Electronics - Although sites will be clear of tires and household hazardous waste (which includes propane tanks, pesticides, appliances, electronic goods, and other materials that are prohibited items from disposal in landfills and construction/demolition sites), some structures may contain such materials. The Contractor shall dispose of such materials to appropriately designated facilities in compliance with applicable state and federal requirements.

4. Demolition of HMGP Acquisition Structures - All demolition debris, including the following:

- A. Removal of ACM (see Exhibit F) by an individual or firm licensed for Asbestos Abatement in Iowa.
- B. Demolition and removal of the above grade residential structure including garages, sheds, and other outbuildings. Demolition shall include all improvements including building structure, footings, foundations, basements, interior contents, private sidewalks, drives, hard surface and rock paving.
- C. Where applicable, full depth basements are to be cut two (2) feet below grade. A hole of at least two feet in diameter is to be punched into the floor prior to backfilling with compacted clean fill. Termination of all abandoned utilities at least 2 feet below grade of the site.
- D. Demolition and removal of other miscellaneous items on the property what are attached to the ground including, but not limited to: decks, mailboxes, play equipment, fire pits and fixed grills, above ground pools, air conditioning units, wheelchair ramps, fences, flag poles, satellite dishes, posts, windmills, clothes lines, etc.
- E. All ACM and demolition materials shall be disposed of in accordance with all federal, state and local regulation requirements, or ordinances to the strictest standard and to a licensed demolition or sanitary landfill facility. Contractor is responsible for obtaining all required permits.
- F. Any track out from the sites on the County streets shall be minimized to maintain dust control. Track out materials should be removed on a daily basis.
- G. 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.

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

6. Backfill/Finishing - The Contractor shall obtain inspection and approval from the Debris Monitor 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 clean fill to a 75% compaction level. The lot shall be graded so the lot is graded to match the existing grades of adjacent properties and right of ways. Fill shall include a tillable layer of topsoil (3-4 inches) spread over the graded area of the lot.

7. Erosion Control/Seeding - The Contractor shall apply seed and fertilizer on each lot after completion of all demolition and fill activities. Each property will be broadcast seeded and field dragged with a turf type fescue (80%) and annual ryegrass (20%) mixture at a rate of 4 lbs. per 1,000 sq. ft. If the seeding cannot be done due to frost conditions, the County shall suspend the Contract days until such time as the seeding can take place according to the above. Fertilizer shall be applied at a rate of 7 lbs. of 21-22-4 (or equivalent) starter fertilizer per 1,000 sq. ft.

8. 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 (with the exception of the aforementioned hazardous materials described in Section 3, which must be disposed of as indicated), 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.

9. Debris Disposal - The Contractor acknowledges, represents and warrants to the County:

- A. 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.
- B. 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.
- C. 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.
- D. The Contractor shall insure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

10. Equipment - The Contractor acknowledges, represents and warrants to the County:

- A. 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.
- B. 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 County. 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. Each truck and trailer carrying debris shall be identified by a Contractor's logo and/or plaque card.
- C. 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) from which the debris was being removed, the disposal site to which the materials were delivered, and a place for authorization by the County or Debris Monitor or the landfill site operator. Such tickets shall be required to process billing statements by the Contractor.

11. Property Damage-Retainage - The County may retain up to 5% of the amount due to the Contractor as per Iowa Code Section 573.12(1). Said retainage will be for the purposes of both ensuring the completion of work to the County's satisfaction and as an offset to damages to public or private property. Unresolved damaged claims

exceeding 5% will be pursued against the Contractor's Performance Bond. 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.

12. Archeology - In the event that archeological deposits (soils, artifacts and features, including cisterns, privies, 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 County's on-site monitor who will in turn notify a Debris Monitor and Project Manager. Work will not resume until authorized by the Project Manager.

13. Hold Harmless - The Contractor agrees to protect, defend, indemnify and hold harmless the County, its officers and employees, 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 arising out of or resulting from the Contractor's operation under this Contract, whether by themselves or by any subcontractor or anyone directly or indirectly employed by them. Contractor is not and shall not be deemed an agent or employee of the County.

14. Pricing - The County will award the Contract to the lowest responsible bidder on a lump sum basis. Lump sum is the summation of the unit price for each of the ten (10) properties. 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 County. In the case of mathematical errors, transposition of figures and the like, actual bid tabulation totals will take precedence over summary bid figures.

15. Estimated Quantities - The County does not guarantee any quantity of work under this Contract. The actual number of properties, if less than estimated by the Contractor on the bid tabulation sheet for each address, will not affect the pricing process as indicated, nor the total project price bid by Contractor and accepted by the County. Payment will be made on the per unit estimate listed bid tabulation sheet and upon completion of the demolition activities for said unit or units.

16. Emergency Planning/Health and Safety Plan - An emergency plan (Health and Safety Plan- HASP) shall be developed prior to work commencing. This must be in compliance with OSHA 29 CFR 1910, Occupational Safety and Health Standards and OSHA 29 CFR 1926, Safety and Health Regulations for Construction.

17. 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.

18. Bid Review and Award of Bid - Bid submittals will be first reviewed individually for qualification purposes. The factors outlined below will be the preliminary requirements for award consideration. Once Contractor qualification and suitability has been determined, all Contractor submittals will be compared and price will be the sole determining factor in the award of this work. A Contractor's submission of a bid constitutes their acceptance of the foregoing award methodology and their recognition and acceptance that the County will use this process. Award of the bid shall be made to the lowest bidder meeting the specifications set forth herein. The following is a list of requirements that will be used in the County's determination of a bidder's qualification and suitability:

- Satisfactory experience in the timely completion of demolitions;
- Adherence to bid specifications;
- Company’s reputation and financial status;
- Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services in a timely manner and provide the products/ services as specified;
- Company’s ability to meet the County’s insurance and bonding requirements;
- Company’s ability to fully staff the project with certified, licensed staff; and
- Strength of the company’s safety program and history.

Upon the determination of which bidder has submitted the lowest bid, the Pottawattamie County shall then consider a resolution awarding the contract work and authorizing the Mayor to sign a Contract on behalf of the County. No Contract shall be deemed to be created and exist, unless and until the County adopts a resolution awarding the Contract and authorizing the Mayor to execute the Contract. The Mayor then signs the Contract. The County issues a “Notice to Proceed” to the Contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.

19. Contact Term - The term for the Contract awarded from this Request will be 6 months, as specified therein when executed. The County is required to complete asbestos abatement and demolition activities within 90 days of property closing.

20 Subcontractors - The use of subcontractors for of this project is not allowed. Alternately, the use of subcontractors for this project is allowed, subject to the following stipulations: subcontracted work shall be limited to 30% of the contract amount and 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.

21. Government-Mandated Provisions - Part 200 Provisions - The Letter of Contract will contain provisions covering “Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts under Federal Awards”. Also, the Required Contract Language must be followed.

22. Attachments

- Exhibit A – Instructions to Bidders and General Terms and Conditions
- Exhibit B – Insurance and Bonding Requirements
- Exhibit C – Bid Tabulations
- Exhibit D – Signature Page
- Exhibit E – Draft Letter of Agreement

EXHIBIT A - INSTRUCTION TO BIDDERS AND GENERAL TERMS AND CONDITIONS

1. **Language, Words Used Interchangeably** - The word County refers to the Pottawattamie County, 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 County. 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.
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 County upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. 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.
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 their 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 County will not consider replies that are not on the County'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 County'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 Tabulation 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 their usual signature and shall give their 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, contract 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 services 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 County, its officers, and its employees, the United States of America, FEMA, the State of Iowa, their agencies and agents 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. **Bid Rejection or Partial Acceptance** - The County reserves the right to reject any or all Bids. The County 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 County.
13. **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.
14. **Payments** - Payments will be made for all goods/services delivered, inspected and accepted within 45 days and upon receipt of an original invoice.
15. **Modifications, 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.
16. **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.
17. **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.
18. **Miscellaneous** - The County reserves the right to reject any and all bids or parts thereof. The County reserves the right to inspect Contractor's facilities prior to the award of this bid. The County reserves the right to negotiate optional items with the successful Bidder.
19. **Modifications of Contract** - No modification of award shall be binding unless made in writing and signed by the County.

20. **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.

21. **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 County 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 County, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the County, 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 County for damage sustained by the County by virtue of breach of the award by the successful Bidder. The County may withhold any payments to the successful Bidder for the purpose of set-off until such time as the exact amount of damages due to the County from the successful Bidder is determined.

22. **Termination of Award for Convenience** - The County may terminate the award at any time by giving written notice to the successful Bidder of such termination and is effective upon issuance. Delivery may be made by mail, fax, phone or email. 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 County, 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 County as provided herein, the successful Bidder will be paid an amount as of the time notice is given by the County 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.

23. **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 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 seven (7) 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.

24. **Assignment** - Bidder shall not assign this order or any monies to become due hereunder without the prior written consent of the County. Any assignment or attempt at assignment made without such consent of the County shall be void.

25. **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.
26. **Time Period** - Prices are to be honored for the time period stated on the Signature Page.
27. **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.
28. **Taxes** - The Pottawattamie County is exempt from sales tax and certain other use taxes. Any charges for taxes from which the County is exempt will be deducted from invoices before payment is made.
29. **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 County in connection with a bid or proposal, the submitting party recognizes this and waives any claim against the County and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the County and its officers and employees harmless from any claims arising from the release of any document or information made available to the County arising from any bid opportunity.
30. **Purchase Order** - Purchase Orders will not be issued from the County.
31. **No Gift Standard** - The County is committed to upholding the highest ethical standards in all business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all vendors are asked to abide by the "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 County employee and not available to the general public, regardless of the value.

EXHIBIT B - INSURANCE AND BONDING REQUIREMENTS

1. **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.
 - A. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all of the Contractor's employees carrying out their work.
 - B. **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.
 - C. **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.
 - D. **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.
 - E. **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.

2. **Certificate of Insurance Requirements** - The Pottawattamie County, its officers and employees shall be named as additional insured on the Contractor, subcontractor, and independent contractor's liability insurance policies and certificates of insurance. This provision does not apply to workers compensation insurance.
 - A. The Pottawattamie County and its officers and employees shall be designated as additional insureds.
 - B. The minimum limits of liability coverage required by the County are \$1,000,000 for each of the following types:
 - General liability coverage,
 - Automobile liability insurance, and
 - Worker's compensation and Employer's Liability.
 - C. The following address must appear in the Certificate Holder section: Pottawattamie County, 614 Dr. Van Zee Rd., Pottawattamie County, IA 51560.
 - D. Certificate of Insurance must be provided to the County 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)*
 - E. Contractor shall provide the County with a renewal certificate of insurance 20 days prior to policy expiration dates.

3. **Bonding Requirements** - A bid guarantee from each bidder equivalent to five (5) 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. The County agrees to release this bond upon Contract execution. **Due with submission of Bid.**

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. **Due prior to Contract execution by the County.**

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. **Due prior to Contract execution by the County.**

EXHIBIT C - BID TABULATIONS

Having examined the foregoing specifications, all related documents and the sites of the proposed work, and being familiar with all conditions of the proposed work, including availability of equipment and labor, the undersigned hereby proposes to perform in accordance with this Request for Bid and the prices stated. These prices shall cover all expenses incurred in performing the required work under the Contract documents (including ACM removal), of which this Request for Bid is a part. Contractor agrees to commence work under this Contract on a date to be specified in a written Notice to Proceed from the County and to fully complete the work in the contractual period of time allotted. Any changes in the Scope of Work will take the form of written amendment(s). The estimated properties outlined below may not reflect the number of properties that will be moved as a part of this contract. The Contractor acknowledges that no representation or guarantee is made by the County 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 Contractor shall pay all tipping fees and disposal costs, which shall be included in the unit prices submitted on this 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:

	<u>Address</u>	<u>Amount per Housing Unit</u>
1.	14897 Marigold Lane	\$ _____
2.	32603 140 th St	\$ _____
3.	30058 152 nd St	\$ _____
4.	30070 N 152 nd St	\$ _____
5.	15273 Missouri Ave	\$ _____
6.	26997 152 nd St	\$ _____
7.	24699 152 nd St	\$ _____
8.	24687 152 nd St	\$ _____
9.	29420 Sandy Loop	\$ _____
10.	25465 Meadowlark Loop	\$ _____
	Total:	\$ _____

List amounts per housing units shall include all costs associated with ACM removal, demolition and disposal, permitting, etc.

Preparer's Signature: _____ **Date:** _____

Attached a brief narrative in response to the following questions:

1. Listing of residential demolitions including a list demolition projects completed in the last two years;
2. Name of asbestos abatement contract include Iowa license;
3. List of any State or Federal citations or fines in the last 12 months;
4. Provide two references;
5. Provide a copy of Iowa Contractor's License (Prior to Contract execution, Contractor must obtain a Iowa Contractor's License.); and
6. Include Bid Bond with Bid.

EXHIBIT D - 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 sum total of the tabulated amounts submitted for each site, is not to exceed \$_____.

The correct mathematical summation of actual bid tabulation figures will supersede any amounts shown on this page.

Submitting Firm: _____

Address: _____

County: _____ State: _____ Zip: _____

Attach Firm's Iowa Contractor's License.

Authorized Representative (print name and title): _____

Authorized Representative's Signature: _____

Date Signed: _____

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.**

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 _____

EXHIBIT E - DRAFT LETTER OF AGREEMENT

Project - Hazard Mitigation Property ACM Removal and Demolition

For the Pottawattamie County, Iowa

Contractor:

Address:

Phone/Email:

THIS AGREEMENT, entered into this ____ day of _____, 2022, is by and between the Pottawattamie County, Iowa, (hereinafter called the County), and _____ (hereinafter called the Contractor).

WHEREAS, the County requires ACM abatement, 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:

Attached hereto are the following, Request for Sealed Bids, Instruction to Bidders and General Terms and Conditions, Insurance and Bonding Requirements, Bid Tabulations, and Signature Page, all of which constitute a part of this Agreement and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

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 the County.

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 ACM abatement, demolition removal work including basement foundation; debris disposal; furnishing and placing backfill; site clearance; all permits, licenses, inspections, water and sewer disconnections; complying with all laws, rules, regulations, and ordinances, including safety; and furnishing all material, equipment, tools and labor to complete the work, in accordance with the plans and these specifications listed in the signed and awarded Request for Bid received by the County on _____, 2022, from the Contractor.

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

TOTAL, not to exceed: \$ _____

Term

The term of this Agreement is two years from the foregoing date. The Agreement may be extended as agreed by written mutual consent of the County and Contractor.

Work Commencement

The work shall commence within five (5) days after being notified by the County and shall be completed within 70 days of the issuance of Notice to Proceed.

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

Payment

Payment will be made to the Contractor within forty five (45) days after the completion and approval thereof by the County 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 Agreement shall be agreed to in writing.

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 County's Agreements relating to the project include certain provisions.

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 30 days after notice of default has been given by County to Contractor, then the County may take any one or more of the following steps:

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 County hereunder, or obtain damages caused to the County 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 the County 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 County prevails against the Contractor in a suit or other enforcement action hereunder, the Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by the County.

- B. Termination for Cause. The County may terminate this Agreement as set out in Section A.
- C. Termination for Convenience. The County may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, phone, fax or email.
- D. Contractor shall comply with the provisions of "Appendix II to Part 200 – Contract Provisions for Non Federal Entity Contracts Under Federal Awards" attached as Attachment A.
- E. Access to Documents. Contractor shall exercise best efforts to maintain communication with the County'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, the Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to the County, the Iowa Department of 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 County, 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 County's use of such documents on other projects.
- F. 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.
- G. Insurance Requirements. The 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 the 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 Contractor's employees carrying out their work.
 - 2. 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.

3. 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.
4. Certificate of Insurance Requirements. The Pottawattamie County, its officers and employees shall be designated as additional insured's. The minimum limits of liability coverage required by the County are \$1,000,000 for each of the following types: General Liability Coverage, Automobile Liability Insurance, and Worker's Compensation and Employer's Liability.

The following address must appear in the Certificate Holder section: County of Pottawattamie County, 614 Dr. Van Zee Rd., Pottawattamie County, IA 51560. Certificates may be sent by email, fax, mail, or delivery. The Contractor shall provide the County with a renewal certificate of insurance 20 days prior to policy expiration dates.

H. Bid Bonding Requirements. A bid guarantee from each bidder equivalent to five (5) 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 their bid, execute such contractual documents as may be required within the time specified. The County agrees to release this bond upon Agreement execution.

- I. Additional Bonding Requirements. The County hereby acknowledges receipt of the following:
 1. 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 an Agreement to secure fulfillment of all the Contractor's obligations under such Agreement.
 2. 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 an Agreement to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Agreement.

APPROVED BY:

CONTRACTOR

POTTAWATTAMIE COUNTY

Date

Date

Attested by

Attested by

Date

Date

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

REQUIRED CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa.

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 and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. 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."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 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.

7. 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.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:
Provides that no one be discriminated in employment.

"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.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- 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 and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party 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. It should also be mentioned in the bid document.

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.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

ADDENDUM 1 TO REQUEST FOR SEALED BID
Hazard Mitigation Property Demolitions
Pottawattamie County, Iowa

NOTICE TO BIDDERS

ADDENDUM 1 - In addition to the previously released RFP for demolition, this addendum provides information on the structures to be removed for the 10 properties. Please see the attached parcel information documents for these properties. The demolition, removal and disposal will include the single family unit as well as all additional structures on the site for 7 of the properties. For the properties located at 26997 152nd St, 15273 Missouri Ave, and 14897 Marigold Lane the demolition, removal, and disposal will be limited to only the single family housing unit. If you have any questions regarding this addendum please contact Ryan Ossell at 402-444-6866 x3218 or rossell@mapacog.org.