



Request for Quote
For 2022 Hazard Mitigation Grant Program (HMGP) Demolitions
HMGP-DR-4421-0021
Johnson County, Iowa

Release Date: September 26, 2022
Submission Deadline: October 10, 2022 at 3 PM



Prepared by the East Central Iowa Council of Governments (ECICOG)
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Request for Quote Summary

<u>From:</u>	East Central Iowa Council of Governments (ECICOG)
<u>Project Owner:</u>	Johnson County, Iowa (County)
<u>Time, Place, and Manner for Submitting Quote:</u>	<p>Quote must be received on or before October 10, 2022 at 3 PM and will be accepted by mail, in-person delivery, electronic mail, or facsimile.</p> <p><u>Mail or In-Person Delivery</u> East Central Iowa Council of Governments (ECICOG) Attn: Alicia Presto 700 16th St NE, Suite 301 Cedar Rapids, IA 52402</p> <p>Quotes shall be clearly marked “2022 Johnson County HMGP Demolitions.” Regular business hours are Monday – Friday from 8 AM – 4:30 PM.</p> <p><u>Electronic Mail</u> Alicia Presto alicia.presto@ecicog.org Subject line shall be “2022 Johnson County HMGP Demolitions”</p> <p><u>Facsimile</u> (319) 365-9981 Cover sheet shall include: East Central Iowa Council of Governments (ECICOG) Attn: Alicia Presto 2022 Johnson County HMGP Demolitions</p>
<u>Description of Project:</u>	Salvage, demolition, removal, and disposal of improvements on three (3) properties. Properties have been acquired by the County through the Hazard Mitigation Grant Program (HMGP). All structures are free of asbestos. See attached Listing of Property Addresses and descriptions.
<u>Contract Time:</u>	Work shall commence upon issuance of the Notice to Proceed and be completed by December 15, 2022 . There are no exceptions to the completion date.
<u>Documents and Addenda:</u>	All Request for Quote documents are enclosed. All documents and addenda, if applicable, are available at https://www.johnsoncountyiowa.gov/bids-and-proposals and the Johnson County Planning, Development, and Sustainability Department. Copies may be secured by genuine bidders.
<u>Questions:</u>	Questions must be submitted no less than three (3) business days prior to the deadline for submitting a quote. Submit questions to Alicia Presto at ECICOG by email at alicia.presto@ecicog.org . Questions will be answered in addenda posted at https://www.johnsoncountyiowa.gov/bids-and-proposals .
<u>Quote Requirements:</u>	Quote must include the attached and completed Quote Form, references, Bidder Status Form, and proof of Bidder’s ability to meet bonding requirements.

Instructions to Bidders

A. Bidder Responsibilities

- a. Each Bidder shall examine the Request for Quote documents for the work and judge all circumstances affecting the cost and nature of the work. The Bidder shall inform themselves fully of field conditions under which work is to be performed, including, but not limited to: underground conditions - obstacles, utilities, groundwater, presence of clay, rock, loess, boulders, silt, quicksand, and any other formulations, etc.; aboveground conditions - drainage, soil, utilities, structures, obstacles, etc. Submission of a quote implies that Bidder has examined the properties and is fully aware of all field conditions and job conditions affecting the cost and nature of the work.
- b. A Bidder that enters into a contract will not be allowed any extra compensation by reason of any condition, matter, or thing concerning which said Bidder might have fully informed themselves prior to bidding.

B. Quote Submission

- a. Quote shall be submitted on or before October 10, 2022 at 3 PM. Quote may be submitted by mail, in-person delivery, electronic mail, or facsimile. Bidders shall follow the instructions for each manner of submission below.

By Mail or In-Person Delivery

East Central Iowa Council of Governments (ECICOG)

Attn: Alicia Presto

700 16th St NE, Suite 301

Cedar Rapids, IA 52402

Quote shall be clearly marked "2022 Johnson County HMGP Demolitions."

Regular business hours are Monday – Friday from 8 AM – 4:30 PM.

By Electronic Mail

Alicia Presto

alicia.presto@ecicog.org

Subject line shall be "2022 Johnson County HMGP Demolitions"

By Facsimile

(319) 365-9981

Cover sheet shall address the facsimile to:

East Central Iowa Council of Governments (ECICOG)

Attn: Alicia Presto

2022 Johnson County HMGP Demolitions

- b. Any quote received after the submission deadline will not be considered by the County.
- c. Quote amendments or withdrawal requests, which may be submitted by mail, in-person delivery, electronic mail, or facsimile to Alicia Presto with the contact information provided, received after the submission deadline will not be considered by the County.

C. Required Quote Documents

To be considered complete, a quote must include the following documents:

- a. Quote Form (attached on pp. 24 – 27)
- b. Name, address, and description of three (3) previously completed projects with a reference, contact information, and amount of contract for each respective project.
- c. Bidder Status Form (attached on p. 28)
- d. Proof of Bidder's ability to fulfill bond requirements (described on p. 14)

D. Quote Forms

Each Bidder must submit a quote on the forms attached plus any additional sheets provided by the Bidder that may be required for additional information. The Bidder shall sign their quote correctly, and the quote may be rejected if it shows any omissions, alterations of the form, additions not called for in the quote, or any irregularities of any kind. The County will not consider replies that are not on the County's form.

E. Quote Execution

- a. Quote submitted by an individual shall be signed by the individual or by an Attorney-in-fact. If signed by an Attorney-in-fact, there shall be attached to the quote a Power of Attorney evidencing authority to sign the quote in the name of the individual for whom the bid is signed.
- b. Quote submitted by a partnership shall be signed by all the partners or in the firm name by an Attorney-in-fact. If signed by an Attorney-in-fact, there shall be attached to the quote a Power of Attorney evidencing authority to sign the quote, executed by the partners.
- c. Quote submitted by a corporation shall have the correct corporate name and the signature of the president or other authorized officer of the corporation.

F. Specification of Deviations by Bidders

Any deviation from the Scope of Work must be noted in detail and submitted in writing and attached to the Quote 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 a quote, the Bidder's name should be clearly shown on each document.

G. Additional Information

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 quote submitted on the County's form.

H. Interpretations

Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be submitted by the Bidder in writing at least 3 business days prior to the submission deadline. Submit questions to Alicia Presto at ECICOG by email at alicia.presto@ecicog.org. Any and all such interpretations or modifications will be in the form of written addenda, which will be posted at <https://www.johnsoncountyiowa.gov/bids-and-proposals> and be available at the Johnson County Planning, Development, and Sustainability Department during regular business hours. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.

B. Specification Changes, Additions, and Deletions

Any and all changes in Request for Quote documents shall be through written addendum, and verbal information obtained otherwise will not be considered in awarding of bids. Any and all such changes, additions, and deletions will be in the form of written addenda, which will be posted at <https://www.johnsoncountyiowa.gov/bids-and-proposals> and be available at the Johnson County Planning, Development, and Sustainability Department during regular business hours. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Quote Form.

I. Quote Withdrawal

No quote received may be withdrawn after the submission deadline for a period of 30 days without the consent of the County. A quote may be withdrawn at any time prior to the submission deadline by submitting a request in writing to Alicia Presto at alicia.presto@ecicog.org or East Central Iowa Council of Governments (ECICOG), 700 16th Street NE, Suite 301, Cedar Rapids, IA 52402.

J. Quote Currency

All quote prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate.

Scope of Work

A. Utility Disconnects

- a. The Contractor shall be responsible for coordinating with utility companies for disconnection of services, including, but not limited to water, electricity, natural gas, phone, cable television, and internet.
- b. Contractor shall be responsible for the proper plugging of private water wells on the property, if any, prior to demolition. The Contractor shall ensure the wells are plugged by a certified well contractor. Contractor is responsible for coordinating with Johnson County Public Health and meeting all local, state, and/or federal requirements.
- c. Contractor will be responsible for the proper abandonment of water line, if any, prior to demolition by cutting and capping at the property line. Contractor must coordinate with the water system operator. Contractor is responsible for coordinating with Johnson County Public Health and meeting all local, state, and/or federal requirements.
- d. Contractor shall be responsible for the proper abandonment of the private sewage disposal system, if any, prior to demolition. Contractor is responsible for coordinating with Johnson County Public Health and meeting all local, state, and/or federal requirements.

B. Salvage/Recycle

Contractors should salvage/recycle materials, if cost effective, to reduce the amount of waste disposed of in the Iowa City Landfill. If salvage occurs, materials must be segregated and hauled in concentrated loads.

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

Tires, household hazardous waste, appliances not suitable for salvage, and electronics will be first segregated from the structures and transported to the Iowa City Landfill for proper disposal in accordance with its rules and regulations. These waste items must be segregated and hauled in concentrated loads.

D. Other Hazardous Wastes

If any asbestos-containing material, lead-based paint, and/or other toxic materials are found during demolition activities, the Contractor must notify the County and Debris Monitor. The Contractor must coordinate with the County to comply with all federal, state, and local abatement and disposal requirements. All structures have been tested for Asbestos Containing Material (ACM), and all structures were negative for the presence of ACM.

E. Demolition of 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. Demolition debris shall be disposed of at the Iowa City Landfill. Please notify the landfill before disposing of waste. Any concrete that is suitable for recycling, must be recycled. Please use S & G Materials for disposal of the concrete.

Basements are to be collapsed inward to at least two (2) feet under grade with the rubble left in the basement. Multiple punctures to the basement floor and walls are required before backfilling to allow the free flow of drainage. 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 County, the Contractor shall employ good demolition techniques, which includes:

1. Using demolition techniques that minimize ground disturbance. Trees and other vegetation 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 in accordance with all applicable local, state, and federal requirements.

F. Securing the Site

The Contractor shall take all necessary steps to secure each site in a manner to prevent access by the public. This includes the use of fencing to secure the site until backfill has been completed.

G. Backfilling and Finishing

The Contractor shall obtain inspection and approval from the County prior to backfilling basements, if applicable, and any excavations, holes, or depressions on the demolition site. The Contractor shall acquire, deliver, place, and compact clean fill dirt in 12-inch lifts to 95% standard proctor density in exposed basements and other flood or non-flood-related depressions as a result of demolition activities. A 5-inch layer of topsoil from an off-site source shall be spread to a uniform, natural grade consistent with the established adjacent grades.

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. Erosion Control

After backfilling and finishing work, the Contractor shall apply seed on each lot to prevent soil erosion. The following grass mixture will be applied at a rate of .25 lb./1,000 sq ft.

Grass Mixture

Type	Amount
Oats	40%
Big bluestem	10%
Sideoats	10%
Canada Wild Rye	10%
Indiangrass	8%
Little bluestem	8%
Switchgrass	4%
Purple Coneflower	2%
Purple Prairie Clover	2%
Black-eyed Susan	2%
Prairie Blazing Star	2%
Grayheaded Prairie Coneflower	1.5%
New England Aster	0.5%

J. Debris Monitor

A debris monitor (Monitor) will be employed by the County to monitor the performance of this work. Any direction issued by the Monitor shall be deemed as direction by the County. No salvage or 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.

K. 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 hazardous materials described in D, 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. Demolition debris is to be transported to the Iowa City Landfill for disposal in accordance with its rules and regulations.

L. Debris Disposal

The Contractor acknowledges, represents and warrants to the County 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 Iowa City Landfill for all regular debris, tires, appliances, electronics, and household hazard waste.

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.

The Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit. Contractor shall assure that all loads are properly secured and transported without threat of harm to the public, private property and public infrastructure.

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

M. Equipment

- 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. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
- c. 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. A list of trucks and/or trailers and identifying information must be provide to the Debris Monitor. Any vehicle not matching the identifying information or not containing other identification as may be required by the County shall not be paid for debris being transported.
- d. Load tickets shall be supplied by the 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 County or Monitor or the landfill site operator. Such tickets shall be required to process billing statements by the Contractor.

N. 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 County, the County has the option of having the damage repaired at the Contractor's expense to be reimbursed to the County or withheld from future payments of the Contractor. For purposes of this bid request, public and private property also includes public or private roads.

O. Archaeology

If archaeological features (e.g., middens, refuse/storage pits, privies, wells, cisterns) are discovered during ground disturbing activities, work in the vicinity of the discovery will stop immediately and all reasonable measures will be taken to avoid or minimize harm to the discovery. The Contractor will ensure that archaeological discoveries are secured in place and restrict access to the sensitive area. The Contractor will immediately notify such discoveries to the County and Monitor, who shall then contact the Office of State Archaeology (OSA)/SHPO/THPO and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with OSA/SHPO, Tribes, and other consulting parties as necessary.

P. Human Remains

If human remains are encountered during permitted activities, all work shall stop immediately and OSA/SHPO/THPO and FEMA contacted immediately, with conditions followed identical to those stipulated for archaeological feature discovery. In cases where human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representative(s), State Archaeologist, and SHPO. Additionally, FEMA shall follow the guidelines outlined in the ACHP Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects (February 23, 2007) and any State-specific policies that may be enforced.

Q. Contract Time

After the contract is executed, work shall commence upon issuance of the Notice to Proceed and be completed by December 15, 2022. There are no exceptions to the completion date.

Property Addresses and Descriptions

The descriptions for property addresses, a total of three (3), are not exhaustive or exact. The description is a snapshot of the work to be completed and contents of the property. If additional concrete, white goods/appliances, electronics, and household hazardous waste are present on the property, the Contractor is responsible for removal.

If a Bidder would like to access properties prior to submitting a quote, contact Josh Busard at the Johnson County Planning, Development, and Sustainability department at least two (2) business days prior to the submission deadline. To arrange, call the department at (319) 356-6083. Only legitimate Bidders may be granted access to the properties.

1. 4444 Driftwood Ln SE, Iowa City, Iowa

Raised ranch, concrete foundation (26' x 37'), 2-car concrete driveway, concrete patio, 2 wood decks (8' x 8' and 11' x 16'), private well and septic, and appliances including: 2 window air conditioners, refrigerator, range/stove, dishwasher, disposal, front loading washer on pedestal, dryer on pedestal, water heater, boiler, well tank, water filter and softener system, garage heater, and woodstove. Property contains unknown number of smoke/carbon monoxide detectors. Property is free of tires, electronics, household hazardous materials, and general debris. Asbestos testing for the property is negative.

The property has metal and concrete stairs providing access to the Iowa River. The County is confirming with Iowa HSEMD and FEMA how to properly address this structure. The quote from Bidders for this property does not need to include this structure. The County will negotiate a contract amendment, if needed.

2. 4395 Camino Del Rio SE, Iowa City, Iowa

Two-story house with no basement, concrete foundation, partial metal roof, concrete patio, and wood deck. See Johnson County Assessor parcel report for approximate house dimensions. 2-car garage with concrete floor (20' x 28'), wood/screened gazebo, private septic, appliances including: refrigerator, range/stove, range hood, dishwasher, 2 furnaces, 2 air conditioner units, water heater, water softener, top load washer, and dryer. Property contains unknown number of smoke/carbon monoxide detectors. Property is free of tires, electronics, household hazardous materials, and general debris. Asbestos testing for the property is negative.

If cost effective, items of good quality for potential salvage include kitchen cabinets/countertops and appliances, bathroom cabinets, light fixtures, and exterior barn boards.

The house is connected to a well line operated by a homeowner's association. The water line must be properly abandoned and capped at the east property line in coordination with the well operator.

3. 6984 Lola Ln SE, Lone Tree, Iowa

Raised ranch, concrete foundation (26' x 48'), sunroom (24' x 16'), wood deck (8' x 12'), and shop (24' x 48') with concrete floor, private well and septic, small sunken metal ring fire pit, appliances including: refrigerator, range/stove, range hood, dishwasher, furnace, air conditioner, water heater, top load washer, dryer, and sunroom heater. Property contains unknown number of smoke/carbon monoxide detectors. Property is free of electronics, household hazardous materials, and general debris. Asbestos testing for the property is negative.

Bond Requirements

A. Bond Requirements

- a. The awarded Contractor is required to provide a performance and payment bond in accordance with 2 C.F.R. § 200.326 Bonding requirements.
 - i. A performance bond on the part of the Contractor is required 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 requirements under such contract.
 - ii. A payment bond on the part of the Contractor is required 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.
- b. Bidder must submit proof of their ability to fulfill bond requirements.

Insurance Requirements

- A. Contractor, at its own expense, shall procure and maintain the following insurance to cover all risk which shall arise directly or indirectly from the Contractor's obligations and activities.
- Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all the Contractor's employees carrying out their work.
 - 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.
 - 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.
- B. **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, if applicable, must be done by a licensed asbestos removal contractor with a current certificate of insurance on file with the County.
- C. **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.
- D. **Additional Insured**
Johnson County, 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 to that extent which will not waive the County's governmental immunities under Iowa Code Chapter 670, or the Contractor shall obtain an endorsement to the same effect, as applicable. This provision does not apply to workers compensation insurance.
- E. **Certificate of Insurance Requirements**
- The Contractor shall provide a Certificate of Insurance prior to starting the project and before a permit will be issued.
 - Johnson County, its officers and employees shall be designated as additional insureds (subject to nonwaiver of governmental immunities, see above).
 - The minimum liability limits required by the County are \$1,000,000. This must be occurrence form liability coverage.
 - The following address must appear in the Certificate Holder section: Johnson County, 913 S. Dubuque Street, Iowa City, IA 52240.
 - Contractor shall provide the County with a renewal certificate of insurance twenty (20) days prior to policy expiration dates.

Terms and Conditions

A. Language, Words Used Interchangeably

- a. The word County refers to Johnson County, Iowa throughout these Instructions to Bidders and General Terms and Conditions.
- b. Bidder refers to the person, company, or firm submitting an offer via quote to sell its goods or services to the County.
- c. The words quote/quotation and bid are all offers from a Bidder but may represent different methods of obtaining price and other information from the Bidder.
- d. Project refers to all activities described in the Scope of Work.
- e. Contractor refers to the Bidder awarded the contract.

B. Contract Documents

The Contract Documents consist of the following:

- a. Request for Quote documents (pp. 1 – 37)
- b. Addenda, if any
- c. Contractor's Quote including all attachments (but excluding all provisions in conflict with or supplementary to provisions in the other contract documents listed herein, unless expressly accepted by Johnson County)
- d. Contract
- e. Performance and payment bond
- f. Insurance Certificate(s)
- g. Notice to Proceed; and
- h. Written amendments signed by the County

These documents form the agreement whereby the Contractor will furnish all labor, equipment, tools, and materials, and perform all work necessary to satisfactorily accomplish the proposed project. The contract documents are complementary and what is called for by one shall be as binding as if called for by all.

C. Modification of Contract

No modification of the Contract shall be binding unless made in writing and signed by the County.

D. Conflict of Interest

Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, and/or requests for quotes are excluded from competing for such requirements. The Code of Conduct set forth on pp. 5-6 of the Johnson County General Purchasing and Procurement Policy (may be found here: <https://bit.ly/3UjDtw>) shall also apply to this Request for Quote and award of the project contract.

E. Collusive Bidding

To be considered for an award, Bidders must certify they did not engage in collusive bidding practices by completing by the required Quote Form (p. 26).

F. Hold Harmless Agreement

The Contractor agrees to protect, defend, indemnify and hold harmless the County, 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 the 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 County.

R. Pricing

This is a unit price, lump sum contract; a quote, quote components and quote 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 the Contractor and County. In the case of mathematical errors, transposition of figures and the like, actual quote tabulation totals will take precedence over summary quote figures.

S. Estimate Quantities

The approximate quantities of work involved in each division or section of work are itemized in the Quote Form. Each Bidder shall determine the actual quantities involved and bid accordingly. The quantities shown for unit price items are estimates only, but for the purpose of comparing quotes are fixed. These estimates of quantities shall in no way limit the County from making changes as provided for in Terms and Conditions.

G. Payments

Payment method will be a check issued upon passing final inspection from the County and Debris Monitor. Payment will be made within thirty (30) days of final inspection and upon receipt of an original invoice.

H. Laws and Regulations

The Contractor shall at all times observe and comply with all applicable Federal, State, County, or City laws, ordinances, orders, and regulations.

I. Governing Law

The law of the State of Iowa shall govern the contract and all subcontracts for materials and services entered into by the Contractor.

J. Court of Law

Any and all litigation commenced in connection with this contract shall be brought and maintained solely in Johnson County District Court for the State of Iowa, Iowa City, Iowa, or in the United States District Court for the Southern District of Iowa, Eastern Division, Davenport, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity, which may be available to the County.

K. Permits and Licenses

The Contractor shall procure all necessary permits for the work described in the Scope of Work. The Contractor shall be responsible for all violations of the law for any cause in connection with the work described in the Scope of Work and shall give all required notices to the County or other public authorities.

L. 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.

M. Termination of Award for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such 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 Contractor shall, at the option of the County, become its property, and the Contractor shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damage sustained by the County by virtue of breach of the award by the Contractor. The County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the successful Bidder is determined.

N. Termination of Award for Convenience

The County may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor if funding for this project is terminated and no other funding is available for continuation. If the contract is terminated by the County as provided herein, the Contractor will be paid for all satisfactorily completed work and partially completed work.

O. 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 forty-eight (48) hours 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.

P. 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.

Q. Equal Opportunity

The Bidder 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.

R. Taxes

The 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.

S. Purchase Order

Purchase orders will not be issued from the County.

T. No Gift Standard

The County 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 County employee and not available to the general public, regardless of the value.

T. Federal Funding

This project is funded in part by the Federal Government through a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) grant. Bidder must acknowledge this project is funded in part by federal funding that is contingent upon compliance with all terms and conditions of the funding award. Bidder must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award. The contract is not contingent on FEMA funding.

U. Access to Records

- a. The Contractor agrees to provide the County, State of Iowa, HSEMD, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

V. Access to Work Sites

The Contractor agrees to provide the County, State of Iowa, HSEMD, the federal awarding agency or their authorized representatives access to demolition or other work sites pertaining to the work being completed under the contract.

W. Federal Contract Provisions

Because this project activity is funded in part by the Federal Government, or an Agency thereof, Federal Law requires that County 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 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are forth to comply with Federal Law. Federal Contract Provisions are attached to this Request for Quote (pp. 30 – 32).

Note: Although included in the Federal Contract Provisions, this project does not require Davis-Bacon Act compliance.

X. Contract Time

After the contract is executed, work shall commence upon issuance of the Notice to Proceed and be completed by December 15, 2022. There are no exceptions to the completion date

Quote Evaluation

A. Information is Public

All documents submitted with any quote or quote 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 quote, Bidders recognize this and waive 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.

B. Bidder Qualification

No quote 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 quote and that they have the necessary financial resources to provide the proposed supply/service as described in the Scope of Work.

C. Non-adherence to Requirements

Non-adherence to Instruction to Bidders requirements in the submission of required quote documents may cause the entire quote to be considered non-responsive and may be thrown out.

D. Right to Reject Quote

The County reserves the right to reject any and all quotes, to waive, what is in its sole opinion, minor technicalities or irregularities of any type or nature. 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 or considered to be a basis for bid rejection. If the County determines that all the quotes received should be rejected, the Bidders shall be notified by the County.

E. Partial Acceptance

The County reserves the right to waive technicalities and formalities in quotes, as well as to accept in whole or in part such quotes where it is deemed advisable in protection of the best interests of the County.

F. Method of Awarding/Quoting

The County reserves the right to make awards based on the entire quote or on an individual basis. However, if a quote is based on an “all or none” condition, the County may consider the bid non-responsive and reject the entire quote. The County reserves the right to negotiate optional items with the successful Bidder.

U. Right to Inspection

The County reserves the right to inspect Contractor’s facilities prior to the award of the contract.

G. Contract Award Criteria

Award of the contract shall be made to the lowest responsive and responsible Bidder(s). In addition to the quote price, the following is a list, in no order of importance, of the criteria that will be used in the County's determination of Bidder's responsibility:

- a. Satisfactory experience in the timely completion of demolitions;
- b. Bidder's reputation and financial status;
- c. Past experience and service provided by the Bidder to the County;
- d. 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;
- e. Bidder's ability to meet the County's insurance and bonding requirements;
- f. Strength of Bidder's hiring and training programs
- g. Bidder's ability to immediately fully staff the project with certified, licensed staff; and
- h. Strength of the Bidder's safety program and history.

H. Quote Tab Availability

After the contract is executed, a quote tabulation summary will be available by request and posted at <https://www.johnsoncountyiowa.gov/bids-and-proposals>. Bid tabulation requests may be made to Alicia Presto at the East Central Iowa Council of Governments (ECICOG) at alicia.presto@ecicog.org or (319) 289-0058.

Contract Execution

A. Contract Execution

The successful Bidder shall, within ten (10) calendar days after date of written notice of selection, enter into written contract with the County. See Contract provided on pp. 33 – 37. The Contract, when executed, shall be deemed to include entire agreement between parties. Contractor shall not claim any modification resulting from representation or promise made by representatives of the County or other persons.

B. Required Documents

The Contractor must provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, furnish a performance and payment bond, insurance certificate, and list of subcontractors, if applicable.

C. Notice to Proceed

After the contract is executed, the County or Debris Monitor will issue a “Notice to Proceed” to the Contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence work as described in the Scope of Work.

Quote Form

Johnson County, Iowa, hereinafter called the “County”, has need of a qualified contractor to complete the work comprising the below referenced project as specified in contract documents, which are officially on file with the County, in the Johnson County Planning, Development, and Sustainability Department, Johnson County, Iowa, for the following described project:

2022 Iowa Hazard Mitigation Grant Program (HMGP) Demolitions
for Johnson County, Iowa
funded through grant award HMGP-DR-4421-0021

The undersigned is familiar with local conditions affecting the cost of the work and the contract documents. The undersigned hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, necessary tools, expendable equipment and services, furnish and install all materials and equipment, pay all taxes, fees, and charges necessary to perform and complete in a workmanlike manner all of the work required as described in the contract documents and in full compliance with all applicable codes, ordinances, statutes, and labor regulations, it being understood that all of the work is to be constructed complete in place, ready for use, and completed in all respects so as to accomplish the purpose for which the same is intended by the contract documents.

Acknowledgement of 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 _____

Exceptions or Deviations

Exceptions or deviations to this Request for Quote 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.”** _____

References

Bidder acknowledges they have attached the name, address, and description of three (3) previously completed projects with a reference, contact information, and amount of contract for each respective project.

If references are attached, **please write “Yes.”** _____

Project Base Quote per Structure

Base quote includes all work called for in the contract documents.

Property Address: 4444 Driftwood Ln SE, Iowa City, Iowa

Price Not to Exceed: \$ _____ (Numeric)

Price Not to Exceed: \$ _____ (Written)

Property Address: 4395 Camino Del Rio SE, Iowa City, Iowa

Price Not to Exceed: \$ _____ (Numeric)

Price Not to Exceed: \$ _____ (Written)

Property Address: 6984 Lola Ln SE, Lone Tree, Iowa

Price Not to Exceed: \$ _____ (Numeric)

Price Not to Exceed: \$ _____ (Written)

Total Quote Amount

Our quote, consisting of the total of the amounts submitted for each address is not to exceed

\$ _____ (Numeric).

Amount in written form, not to exceed \$ _____.

Questions and/or Notification of Selection

For questions about the submitted quote and notification of selection, if applicable, the County should contact the following person:

Name: _____

Position: _____

Phone Number: _____

Email Address: _____

Quote Agreement

Bidder hereby agrees to:

1. Enter into a contract within ten (10) calendar days, if this quote is selected, in the form approved by the County, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, furnish a performance and payment bond; insurance certificate; and list of subcontractors; and
2. Commence the work on this project on or before a date to be specified in a "Notice to Proceed" by the County or Debris Monitor, and to fully complete the project on or before December 15, 2022; and
3. Quote prices shall remain firm for a minimum of 60 days after the submission deadline unless indicated otherwise; all quotes are made on a "not to exceed" basis; prices shall remain firm for the duration of the contract; and
4. Any changes in the Scope of Work will take the form of written amendments signed by the County; and
5. The Contractor hereby acknowledges this project is funded in part by federal funding that is contingent upon compliance with all terms and conditions of the funding award. Bidder must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award. The contract is not contingent on FEMA funding.

Non-Collusion Affidavit

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the quote price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the quote, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham quote or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the quote price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

Submitting Firm Information and Signature

Submitting Firm: _____

Address: _____

County: _____ State: _____ Zip: _____

Authorized Representative (print name and title)

Authorized Representative's Signature:

Date : _____ Email: _____

Phone: _____ Fax: _____

Bidder Status Form**To be completed by all bidders****Part A**

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders**Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____/____/____ to ____/____/____ Address: _____
 City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
 City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
 City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders**Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers?

☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders**Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____

Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 (09-15)

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Federal Contract Provisions

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. ****The Davis-Bacon Act does not apply to pass-through entity (subapplicants) contracted work. However, if paying prevailing wages is included in the entity’s Procurement Policy or required by other funding sources such as CDBG, Davis-Bacon may be required.****

(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]

2 C.F.R. § 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond 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 requirements under such contract.

(c) 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.

Contract

THIS CONTRACT, made and entered into at this day of, _____, by and between Johnson County, Iowa hereinafter called the "County", and _____, hereinafter called the "Contractor".

WITNESSETH:

This contract includes and incorporates by reference all contract documents as set forth in Paragraph B on p. 16 of the Terms and Conditions of the Request for Quote for the Project as described below (collectively, the "Contract Documents"). The Contractor hereby agrees to complete the work comprising the below referenced project as specified in the Contract Documents, which are officially on file with the County, in the Johnson County Planning, Development, and Sustainability Department, Johnson County, Iowa. The Contractor agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the County.

This contract is awarded and executed for completion of the work specified in the Contract Documents for the prices proposed by the Contractor in its quote form submitted in accordance with the Request for Quote documents for the following described project (herein, the "Project"):

2022 Iowa Hazard Mitigation Grant Program (HMGP) Demolitions
for Johnson County, Iowa
funded through grant award HMGP-DR-4421-0021

The Contractor agrees to perform said work for and in consideration of the County's payment of the quote amount of _____ dollars (\$_____) which amount shall constitute the required amount of the performance and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the County and to fully complete the project within the time required in said Contract Documents.

This project is funded in part by the Federal Government through a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) grant. The Contractor hereby acknowledges this project is funded in part by federal funding that is contingent upon compliance with all terms and conditions of the funding award. Contractor must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award. The contract is not contingent on FEMA funding.

In addition to all terms, conditions and provisions of the Contract Documents, the County and Contractor agree to the following:

1. Termination of Award for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such 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 Contractor shall, at the option of the County, become its property, and the successful Contractor shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the Contractor 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 Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

2. Termination of Award for Convenience

The Jurisdiction may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor if funding for this project is terminated and no other funding is available for continuation. If the contract is terminated by the County as provided herein, the Contractor will be paid for all satisfactorily completed work and partially completed work.

3. Federal Contract Provisions

The Contractor agrees to comply with the Federal Contract Provisions provided below to the extent they are applicable in the circumstances and under the terms of the Contract and provide the Provisions to subcontractors under the same terms. David-Bacon Act compliance is not required.

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. ****The Davis-Bacon Act does not apply to pass-through entity (subapplicants) contracted work. However, if paying prevailing wages is included in the entity's Procurement Policy or required by other funding sources such as CDBG, Davis-Bacon may be required.****

(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]

2 C.F.R. § 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond 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 requirements under such contract.

(c) 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.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the date first shown written.

COUNTY

Name: Johnson County

Address: 913 S Dubuque St.
Iowa City, Iowa 52240

By: _____
Signature

Title of Representative

ATTEST

By: _____
Signature

Title

CONTRACTOR

Name: _____

Address: _____

By: _____
Signature

Title of Representative

ATTEST

By: _____
Signature

Title