

**REQUEST FOR SEALED BID**  
**§404 Hazard Mitigation Property Acquisition Demolitions Program**  
**Abatement of Asbestos Containing Materials (Part I) and Demolition of Structures (Part**  
**II) Located in Dyersville, Iowa**  
**Dubuque County, Iowa**

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**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids for the abatement of Asbestos Containing Materials (ACM) (*Part I* Scope of Work) **and** structure demolition, removal and disposal of §404 HMGP Acquisition properties (*Part II* Scope of Work) is hereby requested by the City of Dyersville, Iowa, a Sub-Grantee of the State of Iowa, hereinafter referred to as "Applicant". (See attached list of property addresses with detailed descriptions; some addresses may entail dwellings, attached or detached garages, outbuildings, concrete or asphalt flatwork, wells, cisterns, planters and or retaining walls. Other may entail only detached garages, outbuildings, concrete or asphalt flatwork, wells, cisterns, planters and or retaining walls).

Bids must be received at Dyersville City Hall, 340 1<sup>st</sup> Ave. E, Dyersville, Iowa 52040, no later than 10:15 o'clock a.m. on Thursday May 11, 2023. The envelope(s) shall be clearly marked "§404 HMGP PROPERTY ACQUISITION DEMOLITIONS BID"

Bids will be opened and read aloud on Thursday May 11, 2023 at 10:30 o'clock a.m. at Dyersville City Hall. The contract is scheduled to be awarded at the City Council meeting to be held at six o'clock p.m. on the 15th day of May, 2023.

The main purpose of this opening is to reveal the name(s) of the Bidders, not to serve as a forum for determining the awarded bid. Bids will be evaluated promptly after opening. After an award is made, a bid summary will be sent to all companies who submitted a bid. Bid results will not be given over the telephone. Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids; no bid may be modified or withdrawn for a period of sixty (60) calendar days thereafter.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 **three business days** prior to the opening of the bids.

**This project will be awarded as one bid package;** all bidders who are awarded a contract shall execute a *Letter of Agreement* and will be given a *Notice to Proceed* at the direction of the Applicant. **No work for either Part is to commence prior to the issuance of a *Notice to Proceed* by the Applicant.**

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

Bids shall be completed in the format of two bid tabulation sheets per address attached hereto: one for each address requiring abatement and one for each requiring demolition. Other documents that are a part of this Request for Proposal include: Signature Page, Insurance Requirements and Bonding information pages.

The plans, specifications and proposed contract documents may also be examined at the City of Dyersville City Hall, 340 1<sup>st</sup> Ave. E, Dyersville, Iowa. Copies of said plans and specifications and form of proposal blanks may be secured at the Dyersville City Hall, by bona fide bidders.

The Applicant 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 Applicant, be taken into consideration and either waived, if deemed not material, or considered to be a basis for bid rejection. The Applicant will enter into such contract as it shall deem to be in its best interest. The Applicant reserves the right to defer acceptance of any bid proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids. The Applicant reserves the right to issue multiple contracts.

## **SPECIAL TERMS AND CONDITIONS**

### **A. Scope of Work**

#### **Part I- Abatement (removal) of Asbestos Containing Materials (ACM)**

**An asbestos survey was conducted on April 14, 2023 and the results are attached.**

The primary purpose of this work is the removal of ACM from certain Hazard Mitigation Grant Program acquired structures owned by the Applicant to prepare them for demolition. The Applicant has obtained ACM survey reports from Hawkeye Environmental, which performed the ACM surveys and copies of which are attached. The Contractor agrees to furnish all tools, equipment, labor and materials for the proposed asbestos removal in accordance with all applicable plans, specifications, codes and ordinances of Dyersville, Iowa, Asbestos Statutes and Rules, (published by the Iowa Division of Labor), the Federal Register, 40 CFR Part 61, NESHAP and any other Federal Regulations, as well as all applicable State Regulations of the Iowa DNR. *Bidder and its sub-contractor, if any, certifies that it(they) is(are) Iowa –registered contractor(s), an Iowa Permitted Asbestos Abatement Contractor and all personnel who perform abatement work on this project will have appropriate Iowa asbestos licenses.* **The Contractor must include with this bid submittal a copy of their current permit issued by Iowa Workforce Development and current Iowa Contractor Registration Certificate.**

Asbestos abatement work to be performed at the indicated sites includes the following:

Remove ACM as identified in the accompanying Asbestos Survey in accordance with all applicable State, federal and Local regulations

Document amounts of ACM removed from each structure

Document ACM disposal at the designated landfill site, which is Dubuque County Area Solid Waste Agency, through the use of Load Tickets and Landfill Tickets, which will be issued by the Applicant's site monitor.

Provide information as requested by the Project Asbestos Monitor: Hawkeye Environmental, who provided the above referenced Asbestos Survey

Each bid proposal for Part I shall be made out on a blank form furnished by the City and must be accompanied by a bid bond as set out in Section 18. (L)(1). **The Contractor that performed the Asbestos Survey work, or any affiliated company, may not bid on this project.**

## Part II- Demolition and Removal of Structures

The primary purpose of this work is to demolish and haul away debris from certain Hazard Mitigation Grant Program acquired structures owned by the Applicant. **This Part of the project may not be commenced until a clearance letter has been issued by the ACM surveyor certifying the abatement is complete and instructions to proceed have been issued by the Applicant.** The Contractor understands and agrees that demolition and debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible.

The work to be performed under this Contract shall consist of demolition and removal of the structures listed in these specifications along with detailed descriptions. Also to be included are any structures remaining on the lot; all concrete, stone, brick, asphalt or other flatwork, planters, retaining walls and the like, as well as capping of wells and collapsing of cisterns, if any.

A Debris Monitor will be employed by the Applicant to monitor the performance of this Contract. Any direction issued by the Monitor shall be deemed as direction by the Applicant.

No demolition activities shall be performed and no debris shall be loaded without the presence of the Monitor issuing a proper load ticket to document the origin of the load with address and GPS Coordinates, date, time, contractor name, driver, truck number, debris type and load departure time.

*The Applicant -owned structures are to be abated by you as part of this RFB.* However, the discovery of ACM during the demolition project is a possibility. Upon discovery, work shall immediately cease. The Contractor will notify the Applicant'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.

Contractor shall be responsible for providing personal protective equipment (PPE) to its agents and employees and for ensuring its proper utilization while at the job site. This shall include at a minimum a hard hat, safety vest, goggles and steel-toed shoes/boots. Additionally, those actually working in the construction zone will be equipped with PPE appropriate for such work under State/OSHA regulations

The Contractor shall be responsible for compliance with all federal, state and local requirements related to structure demolition and removal. **The Contractor must submit with its proposal a copy of its Iowa Contractor registration.**

### B. Utility Disconnects

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

#### 1. Water Service Disconnects.

As part of the Project, the Contractor shall be responsible for the disconnection of the water service at the service line / main **prior to demolition** of the structure. The location of the service line / water main, if known, will be provided by the City to the best of its knowledge. Methods of Work on the water mains and service lines shall be subject to prior approval by Iowa American Water

Company and inspection. The Contractor shall not backfill the area prior to inspection by Iowa American Water Company or their designee.

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

## 2. **Sanitary Sewer Disconnects.**

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

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

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

Tires, Household hazardous waste (HHW) (which includes propane tanks, paint, pesticides and other materials that are prohibited items from disposal in municipal landfills and construction/demolition sites), white goods and electronics (e-waste) will be first segregated from the structures and transported to the Dyersville County Area Solid Waste Agency (designated mandatory disposal site) for disposal in accordance with its rules and regulations. These wastes may be segregated in the field and hauled in concentrated loads.

## D. **Demolition of HMGP Acquisition Structures**

All demolition debris, including the building superstructure, cement slabs of basement-less structures, other cement slabs, sidewalks, driveways, planters, retaining walls, patios, decks, fences and the like must be removed from the site. Concrete basements are to be collapsed inward to at least two feet under grade with the rubble left in the basement. A hole of at least two feet in diameter is to be punched into the floor prior to backfilling. Basements made of any other material are to be removed in their entirety. All excavated areas shall be filled at least to the lowest adjoining grade. If a retaining wall must be removed, the walls shall be completely removed and the embankment shall be cut back to a slope of three horizontal to one vertical.

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

1. *Using demolition techniques that minimize ground disturbance.* Trees shall not be removed except in cases where obstruction is a safety factor.
2. Maintaining the practice of keeping personnel at a safe distance from demolition activities.

3. Loading the materials with techniques to maintain a sufficient distance from personnel to reduce excessive exposure to airborne material.
4. Tarping loads or otherwise preventing material from becoming airborne during hauling.
5. Manual cleaning of the demolition site to remove all materials from the site.

Contractor shall be responsible for providing personal protective equipment (PPE) to its agents and employees and for ensuring its proper utilization while at the job site. This shall include at a minimum a hard hat, safety vest, goggles and steel-toed shoes/boots.

**E. Securing the Site**

The Contractor shall take all necessary steps to secure each site in a manner to prevent access by the general public. This shall include fencing the worksite during demolition and the remaining basement, if any, until such time the basement is backfilled.

**F. Backfill - Finishing**

The Contractor shall obtain inspection and approval from the Applicant prior to backfilling any excavations, holes or depressions on the demolition site. Excavations, cellar holes, basement holes, abandoned cisterns (See Section M Archeology) or other depressions in the demolition site shall be filled and compacted with sand or clean earthen fill from an off-site previously used borrow pit. A tillable layer of topsoil (4-6 inches) from an off-site previously used borrow pit must be spread over the site of the removed structures to a uniform, natural grade consistent with the established adjacent grades.

**G. Erosion Control/Seeding**

The Contractor shall apply seed/mulch/fertilizer on each lot after completion of demolition, other structure removal, remaining demolition debris, concrete removal and backfill to prevent soil erosion, per these specifications:

Spring Seeding: March 1 thru May 31  
Fall Seeding: August 10 thru Sept. 30

SEEDING MIXTURE: Seeding Rate: 4 lbs. per 1000 sq. ft.  
Bluegrass KY – 15%  
Fescue, Creeping – Red 45%  
Ryegrass, Perennial (Fineleaf-Derby Manhattan or equivalent.) – 40%

FERTILIZER  
7 lbs. of 19-26-6 (or equivalent) starter fertilizer per 1000 sq. ft.

MULCH:  
75 lbs. of dry cereal straw per 1000 sq. ft. All mulch shall be consolidated into the soil with a mulch stabilizer

If the seeding cannot be done within the prescribed time periods above thru no fault of the contractor, the City shall suspend the contract days until such time as the seeding can take place according to the above.

**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 daily 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. At the end of the demolition, the monitor/applicant and contractor will inspect the site prior to demobilization.

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

## **I. Debris Ownership and Hauling Responsibilities**

Once the Contractor begins an activity on a site, all debris and items of personal property on the site is the property of the Contractor (with the exception of the above mentioned hazardous materials described in C above, 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.

All demolition debris, including concrete\*, is to be transported to the Dyersville County Area Solid Waste Agency (designated mandatory disposal site) for disposal in accordance with its rules and regulations.

\*Concrete may be eligible to be recycled with City approval. Asbestos containing materials (ACM) from the asbestos abatement must be disposed of at the Dyersville County Area Solid Waste Agency.

## **J. Debris Disposal**

1. The Contractor acknowledges, represents and warrants to the Applicant 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.

2. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered under the scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by the scope of work.

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

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

## **K. Equipment**

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

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

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

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

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

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

6. Load Tickets shall be supplied and completed by the Debris Monitor for all trucks prior to leaving the site 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 Applicant or Debris Monitor or the landfill site operator. Such tickets shall be required to process billing statements by the Contractor. Load tickets are required for both demolition debris and asbestos containing material (ACM) leaving the site.

#### **L. Property Damage-Retainage**

Applicant will retain 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 Applicant'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. If public or private property is damaged by the Contractor and is not repaired in a timely manner as determined by the Applicant, the Applicant has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Applicant, withheld from retainage or submitted to Contractor's Surety for payment under Contractor's Performance Bond.

#### **M. 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 findings. The contractor will inform the Applicant's on-site monitor who will in turn notify an Applicant official. The Applicant will then inform the State Historical Society of Iowa (SHSI) and FEMA immediately. Work in the sensitive area cannot resume until a qualified archeologist determines the extent of the discovery, consultations between SHSI and FEMA are complete, and the Applicant has been notified by SHSI and FEMA.

#### **N. Hold Harmless**

The Bidder agrees to protect, defend, indemnify and hold harmless the Applicant, its officers and employees, the US Government, FEMA, State of Iowa, their agencies and agents from any and all claims, damages, liability, loss and expense of every kind and nature made, arising out of, resulting from or incurred by reason of any claims, actions or suits based upon or alleging bodily injury, including death, or property damage 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 Applicant.

#### **O. Pricing**

This is a unit price, lump sum contract consisting of Part I (ACM Abatement) and Part II (Structure demolition); 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 Applicant. In the case of mathematical errors, transposition of figures and the like, actual bid tabulation totals will take precedence over summary bid figures.

#### **P. Estimated Quantities**

The Applicant does not guarantee any quantity of work under this contract. Actual quantities, whether lesser or greater 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 Applicant. The Contractor is to indicate on each bid tabulation sheet his estimated quantities of debris and fill material. Payment will be made based on these quantities regardless of the actual amounts involved.

#### **Q. 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.

The emergency procedures in the Health and Safety Plan shall include:

- telephone numbers for potential emergency response (police, fire department, and emergency medical needs),
- the location of the nearest telephone and the location to the nearest hospital. A map showing streets with directions of the hospital shall also be provided in the plan.
- considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, heat -related and other injuries.

Written procedures shall be developed and staff training in the procedures shall be provided to all employees. Employees shall be informed of the Health and Safety Planning and trained in evacuation/response procedures in the event of workplace emergencies. This plan shall be filed with Applicant prior to the commencement of any work. Contractor must provide certification that all staff have received HASP training.

#### **R. 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.

#### **S. Monitoring**

This Project is totally or partially funded by FEMA. FEMA and IHSEMD (Iowa Homeland Security & Emergency Management) site monitor(s) may be present to observe and monitor demolition procedures at the worksite.

#### **T. Bid Review and Award of Bid**



1. 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 Applicant will use this process.
2. Award of the bid shall be made to the lowest responsive and responsible Bidder meeting the required qualifications set forth herein. The following is a list of those qualifications that will be used in our determination of a Bidder's eligibility:
  - Satisfactory experience in the timely completion of demolitions;
  - Adherence to bid specifications
  - Company's reputation and financial status
  - Reference Checks
  - Past experience and service provided by the bidder to the Applicant;
  - Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services in a timely manner and provide the products/ services as specified;
  - Company's ability to meet the Applicant's insurance and bonding requirements;
  - Strength of bidder's hiring and training programs
  - Company's ability to immediately fully staff the project with certified, licensed staff; and,
  - Strength of the company's safety program and history.

The Applicant shall determine which qualified bidder has submitted the lowest responsive and responsible bid and make its recommendation to the City Council of Dyersville.

- The City Council shall then consider a resolution awarding the contract work and authorizing East Central Intergovernmental Association (ECIA) to sign a contract on behalf of the Applicant. No contract shall be deemed to be created and exist, unless and until the Applicant adopts a resolution awarding the contract and authorizing the Mayor to execute the contract.
- The Mayor then signs the contract.
- The Applicant issues a "Notice to Proceed" to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.

If the Applicant determines that all the bids received should be rejected, the bidders shall be notified by the Applicant accordingly. At that point, the Applicant may, or may not, re-bid the project.

#### **U. Contract term**

The term for the Contract awarded from this Request will be 10 days for Part I, as specified therein when executed. The contract may be extended as agreed by written mutual consent of the Applicant and Contractor. The term for the Contract awarded from this Request will be ***30 days*** for Part II, as specified therein when executed. The contract may be extended as agreed by written mutual consent of the Applicant and Contractor.

- V. **Subcontractors** The use of subcontractors for this project is allowed. 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.

#### **W. Conflict of terms**

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

## **X. Government-Mandated Provisions**

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the Applicant's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 44 CFR § 13.36 (h) and (i) and 2 CFR 200 appendix II.

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

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

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

B. Termination for Cause. Applicant may terminate this contract as set out in the foregoing Section A (d).

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

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

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

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

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

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

J. 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.

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

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

M. 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.

N. 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.

O. Bonding requirements. The minimum bonding requirements [44 CFR (h)] are as follows:

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

Prior to, or at Contract execution, contractor must provide:

- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (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 a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**Attachments:**

Instruction to Bidders and General terms and Conditions

Bid Tabulation Forms- Parts I and II

Signature Page

Building Demolition and Insurance Requirements

Asbestos Survey results

List of all Structures including identification of those structures requiring abatement and Applicant's notes on specific structures

**SIGNATURE PAGE**

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

Our bid, consisting of the total of the tabulated amounts submitted for each site is not to exceed \$ 305,000 for Part I and not to exceed \$ 16,030<sup>00</sup> for Part II, for a total not to exceed amount of \$ 16,335<sup>00</sup>. Amount in written form, not to exceed:

\$ Sixteen thousand three hundred thirty five dollars + 00

The correct mathematical summation of actual bid tabulation figures will supersede any amounts shown on this page. The Contractor awarded the work for this project agrees to execute the contract followed by an immediate Amendment to correct any such errors.

Date : 5-11-23 Submitting Firm: Steger Const, Inc.

Address: 3297 Vine RD

City: Dyersville State: IA Zip: 52040

By: Authorized Representative [Signature]

Authorized Representative's Signature

Jesse Steger, President

Print name and title

**CONTRACTOR & SUBCONTRACTOR(S) IDENTIFICATION:**

Please indicate the names, addresses and phone numbers of all Contractors and Subcontractors you are proposing to use for this work. Include copies of all Companies' permits, licenses and Contractor Registrations.

Name	<u>Steger Const, Inc</u>	Work	<u>Prime - Demolition</u>
Address	<u>3297 Vine RD Dyersville IA</u>	Phone #	<u>563-590-1260</u>
Name	<u>F.L. Krapfl Inc.</u>	Work	<u>Sewer + Water Disconnect</u>
Address	<u>3295 Vine RD Dyersville IA</u>	Phone #	<u>563-875-8938</u>
Name	<u>Enviro Management Services IA</u>	Work	<u>Asbestos Removal</u>
Address	<u>5170 Wolfe RD #2 Dubuque IA 52002</u>	Phone #	<u>563-583-0808</u>

**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". No Exceptions. Please note that alternative bid proposals are not requested and may cause your submittal to be rejected in its entirety.

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

**ADDENDA (It is the Bidder's responsibility to check for issuance of any addenda).** The authorized representative hereby acknowledges receipt of the following addenda (if any): None

Addenda Number	_____	Date	_____	Addenda Number	_____	Date	_____
Addenda Number	_____	Date	_____	Addenda Number	_____	Date	_____

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

**BUILDING DEMOLITION & INSURANCE REQUIREMENTS**

CONTRACTOR, and SUBCONTRACTORS, if any, shall at its (their) own expense procure and maintain the following insurance so as to cover all risks which shall arise directly or indirectly from CONTRACTOR'S and SUBCONTRACTOR'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. **General Liability Insurance** with limits of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out their work.
3. **Automobile Liability Insurance** with **either** a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits **or** split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of work by the Contractor or its employees.
4. The Contractor, or Sub-Contractor performing **Part I Abatement work**, shall additionally carry **Pollution Liability Insurance** in the minimum amount of \$1,000,000.00.

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

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

#### **Certificate of Insurance Requirements**

1. "City of Dyersville, its officers and employees, including ECIA" shall be designated as additional insureds.
2. The minimum limits of liability coverage required by the Applicant are \$1,000,000 for each of the following types:
  - General liability coverage,
  - Automobile liability insurance,
  - Worker's compensation and Employer's Liability.
3. The following address must appear in the Certificate Holder section: City of Dyersville, City Hall, 340 1<sup>st</sup> Ave E, Dyersville, IA 52040.
4. Certificate of Insurance must be provided to the City prior to starting the project and before a permit will be issued. Certificates may be sent by email, fax, mail, or delivery. (*see cover page*)
5. Contractor shall provide the City with a renewal certificate of insurance 20 days prior to policy expiration dates.

#### **INSTRUCTION TO BIDDERS AND GENERAL TERMS AND CONDITIONS**

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word CITY refers to DYERSVILLE, IOWA throughout these Instructions to Bidders and General Terms and Conditions. Similarly, BIDDER refers to the person or company submitting an offer to sell its goods or services to the CITY. The words QUOTATION, BID and PROPOSAL are all offers from a BIDDER, but may represent different methods of obtaining price and other information from the BIDDER.
2. **BID TABULATION AVAILABILITY** - Bids will be evaluated promptly after opening. After award, a bid tabulation summary will be sent to all companies who submitted a bid or returned a Statement of No Bid. BID RESULTS WILL BE GIVEN OVER THE TELEPHONE. No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid Opening date.
3. **BIDDER QUALIFICATIONS** - No Bid shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Proposal specifications.

4. **BID FORM** - Each Bidder must submit an original Bid on the forms attached plus any additional sheets provided by the Bidder that may be required for additional information. The Bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. The City will not consider replies that are not on the City's form. Bidders may submit additional information and brochures relative to the services for which they are offering pricing, but those submittals will only be considered in addition to, not in lieu of, any bid submitted on the City's form. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
5. **SPECIFICATION DEVIATIONS BY THE BIDDER** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing and attached to the Bid Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document.
6. **BIDDER REPRESENTATION** - Each Bidder must sign the Bid with his/her usual signature and shall give his/her full business address on the form provided in this Bid.
7. **COLLUSIVE BIDDING** - The Bidder certifies that the bid submitted by said Bidder is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
8. **BROCHURES** - Bids may include adequate brochures and advertising literature describing the service offered in such fashion as to permit ready comparison with our specifications where applicable.
9. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Bid documents shall be through written addendum and furnished to all Bidders. Verbal information obtained otherwise will not be considered in awarding of Bids.
10. **BID CHANGES** - Bids amendments thereto or withdrawal requests received after the time advertised for Bid Opening will be void regardless of when they were mailed.
11. **HOLD HARMLESS AGREEMENT** - The Bidder agrees to protect, defend, indemnify and hold harmless the Applicant, its officers, and its employees, including ECIA, 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. **COMPLETION DATE** - The completion as stated in the Bid Form shall be the time required to complete the project after the award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the City, show the completion date for each item separately. If only a single completion date is shown, it will mean that all tasks of the project included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the project will be completed in the time stated, assuming that the time between the Bid Opening and the Notice to Proceed does not exceed the number of days so stipulated. *The right is reserved to reject any Bid in which the completion time indicated is considered sufficient to delay the operational needs for which the service is intended.*
13. **BID REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to reject any or all Bids. The City further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the City.
14. **BID CURRENCY/LANGUAGE** - All Bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.

15. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 60 days and upon receipt of an original invoice.
16. **MODIFICATION, ADDENDA AND INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Bidder in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
17. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
18. **TELEGRAPHIC/ELECTRONIC BID SUBMITTAL** - Telegraphic and/or bid offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.
19. **MISCELLANEOUS** - The City reserves the right to reject any and all bids or parts thereof. The City reserves the right to inspect Contractor's facilities prior to the award of this bid. The City reserves the right to negotiate optional items with the successful Bidder.
20. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the City.
21. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
22. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, and as of the time that notice is given by the City, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the City, become its property, and the successful Bidder shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Bidder shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Bidder. The City may withhold any payments to the successful Bidder for the purpose of set-off until such time as the exact amount of damages due the City from the successful Bidder is determined.
23. **TERMINATION OF AWARD FOR CONVENIENCE** - The City may terminate the award at any time by giving written notice to the successful Bidder of such termination and 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 City, become its property. If the award is terminated due to the fault of the successful Bidder, termination of award for cause relative to termination shall apply. If the award is terminated by the City as provided herein, the successful Bidder will be paid an amount as of the time notice is given by the City which bears the same ratio to the total compensation as the services actually performed bear to the total services the successful Bidder covered by the award, less payments of compensation previously made.
24. **FORCE MAJEURE** - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause whether or not of the class or kind specifically named or referred to herein not within the reasonable control of the party affected.



- a. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
  - b. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.
25. **ASSIGNMENT** - Bidder shall not assign this order or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.
  26. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
  27. **TIME PERIOD** - Prices are to be honored for the time period stated in your response on the Signature Page.
  28. **EXTENSION** - Any or all of the awards made as a result of this Request for Bid may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
  29. **METHOD OF AWARDING/QUOTING** - The City reserves the right to make awards based on the entire bid or on an individual basis. However if you offer your bid based on an "all or none" condition, the City may consider your bid non-responsive and reject the entire bid.
  30. **TAXES** – The City of Dyersville is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.
  31. **BID INFORMATION IS PUBLIC** – All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Dyersville in connection with a bid or proposal, the submitting party recognized this and waives any claim against the City and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Dyersville and its officers and employees, including ECIA harmless from any claims arising from the release of any document or information made available to the City of Dyersville arising from any bid opportunity.
  32. **PURCHASE ORDER** – Purchase Orders will not be issued from the City of Dyersville.
  33. **NO GIFT STANDARD** – The City of Dyersville is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we ask all vendors to abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.
  34. **LIQUIDATED DAMAGES** –
    1. Should the contract work not be completed within the specified time, liquidated damages (and not a penalty) in the sum of five thousand dollars (\$5,000.00) per day will be assessed for each and every day the Contractor is in default of completing the work. The Engineer shall determine the number of days the contractor is in default.
    2. The performance bond included with the contract to be submitted by the Contractor shall guarantee performance of the work by the specified dates in the contract.

### LISTING OF PROPERTY ADDRESSES

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

#	Address	ACM?	Description
1	309 3 <sup>rd</sup> Ave SW		Single story bungalow with block foundation garage and sheds

Some addresses may be lots which do not have a "house", or addresses where the house and basement have been previously removed; remaining items to be demolished and removed may consist of all or any of the following: garages, sheds or other outbuildings; wells, cisterns, patios, retaining walls, planters, landscape features such as pools and waters, walkways, sidewalks, drive-ways and the like.

The above descriptions are not all inclusive. The contractor is responsible for viewing the properties prior to bidding.

BID TABULATIONS PAGE PART I

STEGER CONSTRUCTION INC.  
 3297 VINE RD.  
 DYERSVILLE, IA 52040

Having examined the specifications and related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including the availability of labor, materials, and equipment, licenses and permits, the undersigned hereby proposes to perform in accordance with this Request for Bid and at the prices stated. Contractor agrees to commence work under this Contract on a date specified in a written "Notice to Proceed" and complete the work in the time allotted.

Removal of ACM per Section 9 of the RFB and hauling to	
Address	Total cost this address
309 3 <sup>rd</sup> Ave. SW Dyersville, Iowa	\$ 305 ~
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Any changes must take the form of written amendments

Contractor:  
Steger Const. Inc.

By:  
Janice Steger

**BID TABULATIONS PAGE-PART II- STRUCTURE DEMOLITION**

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 proposed 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, 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 Applicant 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 Contractor acknowledges that no representation or guarantee is made by the Applicant 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. **Please contact the Dubuque County Area Solid Waste Agency for the most current tipping fees. The Contractor shall pay all tipping fees and disposal costs.** 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:

Part II Demolition of Structures and hauling to designated landfill		
Address	Total cost this address	
309 3 <sup>rd</sup> Ave SW Dyersville, Iowa	\$ 16,030 <sup>-</sup>	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Any changes must take the form of written amendments

Contractor:  
*Steger Const. Inc.*  
 By: *Paul Steger*

CONTRACTOR: *Steger Const. Inc.*

BY: *Paul Steger*

## DRAFT LETTER OF AGREEMENT

Project §404 Hazard Mitigation Property Acquisition Abatement & Demolitions Program for the City of Dyersville.

Contractor: Steger Construction Inc  
Address: 3297 Vine Rd  
City: Dyersville, IA 52040  
Property Address (to be filled in prior at award): 309 3<sup>rd</sup> Ave SW Dyersville, IA 52040

THIS AGREEMENT, entered into this 15th day of May, 2023, is by and between the city of Dyersville, Iowa, (hereinafter called the City), and Steger Construction Inc, (hereinafter called the Contractor).

WHEREAS, the City requires both asbestos 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:

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 Dyersville, Iowa.

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

The Contractor will be paid contract price for all items satisfactorily completed. Such payment shall be full compensation for demolition removal work including basement foundation, for debris disposal, for furnishing and placing backfill, for site clearance, for all permits, licenses, inspections, water and sewer disconnections, for complying with all laws, rules, regulations, and ordinances, including safety, and for furnishing all material, equipment, tools and labor to complete the work, in accord with the plans and these specifications listed in the signed and awarded Request for Bid received by the City on June 1, 2021 from the Contractor.

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

TOTAL, not to exceed: \$ \$16,335.00

### **Contract term**

The term of this Contract is 30 business days from the foregoing date. The contract may be extended as agreed by written mutual consent of the Applicant and Contractor.

### **Work Commencement**

The work shall commence within five (5) days after being notified by the City and shall be completed within 10 business days of the issuance of Notice to Proceed. Time extensions may be granted for those portions of the project affected by inclement weather conditions.

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

### **Payment**

Payment will be made to the Contractor within sixty (60) days after the completion and approval thereof by the City Council. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement.

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

During the performance of this contract, the Contractor itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained in Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this contract. The Contractor must comply with the following laws and regulations: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Iowa Civil Rights Act of 1965 (Iowa Executive Orders 15 and 34); Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213); Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) ; Title VIII of the Civil Rights Act of 1968, as amended; Federal Executive Order 11063, as amended by Executive Order 12259; Federal Executive Order 11246, as amended.

### **Government-Mandated Provisions**

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the Applicant's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 44 CFR § 13.36(h) and (i) and 2 CFR 200 appendix II.

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

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

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

B. Termination for Cause. Applicant may terminate this contract as set out in the foregoing Section A (d).

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

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

F. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to

276A-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by federal grant program legislation, **but does not apply** to projects paid for with disaster funding)

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

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

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

J. 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.

K. The Contractor shall comply with all applicable standards, orders, or



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

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

M. 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.

N. 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.

O. Bonding requirements. The minimum bonding requirements [44 CFR (h)] are as follows:

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

Prior to, or at Contract execution, contractor must provide:

- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a

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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.

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**Contractor:**

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved and Accepted:**

**City of Dyersville:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_