CEDAR RAPIDS

City of Five Seasons®

"Cedar Rapids is a vibrant urban hometown – a beacon for people and businesses that are invested in building a greater community now and for the next generation."

REQUEST FOR BID

December 14, 2015

For

Demolition Services for RACM Structure

RFB #1215-115

Prepared by
City of Cedar Rapids
Purchasing Services Division

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Attachment	Attachment Name
A	Standard Terms and Conditions
B	Insurance Requirements
C	Submittal Forms
	(General Company Information, Certification Regarding Ability to Obtain Required Insurance, Signature Page Form, Buy Local Packet)
D	Bid Submittal Form
E	Bond Forms (Payment Bond and Performance Bond)
F	Pictures

Section 1.0 – NOTICE OF REQUEST FOR BIDS (RFB)

1.1 Notice of Request for Bid

Notice is hereby given that sealed bids will be received before 2:00 pm on Wednesday, December 30, 2015, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for Demolition Services for RACM Structure as requested by the City of Cedar Rapids Building Services Department.

1.2 RFB Timeline

Name of the Bid	Demolition Services for RACM Structure, RFB #1215-115
Date of Issuance	December 14, 2015
Pre-Bid Meeting	There is no pre-bid meeting for this project
Deadline for Questions	Monday, December 21, 2015, 2:00 pm CST
Deadline for Bid Submittal	Wednesday, December 30, 2015 before 2:00 pm CST Bids time stamped 2:00 pm or after are late
Recommendation for Award	January 4, 2016
Submit Bid to: →→→→→→→→→ **Submit in a sealed envelope.** **Address exactly as stated.** **City Clerk Office Hours 8 am to 5 pm, Mon-Fri**	Sealed Bid: Demolition Services for RACM Structure Office of the City Clerk-City Hall 101 First Street SE Cedar Rapids IA 52401
Method of Submittal	US Mail, Overnight Delivery or In Person Electronic and fax bids **are not** acceptable
Contact Person, Title **E-mail Address**	Judy Lehman, CPPB, Purchasing Agent j.lehman@cedar-rapids.org
Phone/ Fax Numbers	Phone: 319-286-5022 Fax: 888-815-3659

1.3 The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid responses that are received on or after the time stated above. Late submittals will be retained in the RFB file, unopened. No responsibility will be attached to any person for premature opening of a bid not properly identified.

1.4 Bids will be publicly opened on Wednesday, December 30, 2015 at 2:00 pm (our clock) CST in City Hall, 101 First Street SE, Cedar Rapids 52401. The main purpose of this opening is to read the name(s) of the Bidders(s) and the submitted pricing, not to serve as a forum for determining the apparent low bidder(s).

1.5 Bids will be evaluated promptly after opening. After an award is made, a bid tabulation summary will be sent to all companies who submitted a bid. Bid results will not be given over the telephone or prior to award. 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.

---------- End of Section 1.0 ----------

SECTION 2.0 – INSTRUCTIONS TO BIDDERS

2.1 FEDERAL FUNDING PROVISIONS

This Project is not federally funded.

2.2 **NOTICE: INSURANCE IS REQUIRED FOR THIS PROJECT**

WORK SHALL NOT BEGIN UNTIL THE CERTIFICATE OF INSURANCE AND ALL REQUIRED ENDORSEMENTS ARE RECEIVED AND APPROVED BY THE CITY.

At all times during the term of the Work and the Contract, and any extensions thereof, the Contractor shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to the City. Such insurance will protect the Contractor from liability and claims for injuries and damages which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be liable, whether such operations are by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

For the protection of the Contractor and the City, but without restricting or waiving any obligations of the Contractor herein contained, the Contractor shall insure the risks associated with the Work and the Contract with minimum coverages and limits as set forth in Attachment B, INSURANCE REQUIREMENTS.

2.3 Definitions

City	City of Cedar Rapids, Iowa
Project Manager	John Riggs, Building Services Manager
Environmental Assessment Contractor	Not applicable to this project
Remediation Contractor	Not applicable to this project
Demolition Contractor	Company performing the scope of work described herein
Contractor	Demolition Contractor
ACM	Asbestos Containing Material
RACM	Regulated Asbestos Containing Material

2.4 A company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the City that you have read, understand and will comply with the instructions and all terms and conditions stated in this Request for Bid and all attachments.

2.5 Pre-Bid Meeting

There is no Pre-bid meeting for this Project.

2.6 This Request for Bid does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of bids, or costs incurred in making necessary studies for the preparation of bids.

2.7 Addenda

Any matter of this bid package that requires explanation or interpretation must be inquired into by the Bidder in writing by Monday, December 21, 2015 at 2:00 pm, CST. FAX or E-MAIL all questions to Judy Lehman at 888-815-3659 or j.lehman@cedar-rapids.org. Any and all questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form (Attachment C). All Addenda will be posted on the City's website. It is the Bidder's responsibility to check for addenda.
http://www.cedar-rapids.org/government/departments/purchasing/Pages/currentbidopportunities.aspx

2.8 Exceptions to Documents

The Bidder shall clearly state in the submitted bid any exceptions to, or deviations from, the minimum bid requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the bids. Bidders are cautioned that exceptions taken to this RFB may cause their bid to be rejected.

2.9 Silence of Specifications

Commercially accepted practices shall apply to any detail not covered in the specification and to any omission of the specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Proposal.

2.10 Incomplete Information

Failure to complete or provide any of the information requested in this Request for Bid, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".

2.11 No responsibility will be attached to any person for premature opening of a bid not properly identified.

2.12 In the event of conflict, the Special Terms and Conditions shall take precedence over the Standard Terms and Conditions, included herein.

Be advised that any conversations (in reference to this RFB) between bidders and any City employee, City official or City Project Manager, outside of the Purchasing Services Division, during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the Contractor from the vendors list and rejection of the Contractor's bid. **The ONLY official position of the City is that position which is stated in writing and issued by the Purchasing Services Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

---------- End of Section 2.0 ----------

SECTION 3.0 – SPECIAL TERMS AND CONDITIONS

3.1 Term of Contract

3.1.1 The initial term of the Contract shall commence on the date the City executes the Contract and shall end on February 19, 2016.

3.1.2 The Contract may be extended by written mutual agreement by the City and the Contractor.

3.1.3 A Contract, prepared by the City and signed by the City Manager, shall become the document that authorizes the Work to begin, assuming the insurance requirements have been met. Each section contained herein, the attachments, and any addenda and the response from the successful Bidder shall also be incorporated by reference into the resulting agreement.

3.1.4 The City reserves the right to make changes to the Work to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the City and the Contractor. The Contractor shall not commence any additional work or change the scope of the Work until authorized in writing by the City. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Contractor and the City. The Contract may only be amended, supplemented or modified by a written document executed by the Contractor and the City Manager.

3.1.5 In accordance with the provisions and conditions of the Contract, Contractor shall freely enter into the Contract for the purpose of providing Work to the City and to be compensated for the Work.

3.1.6 No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

3.2 Contract Forms

3.2.1 If a Bidder intends to request that the City of Cedar Rapids enter into any agreement form in connection with the award of this project, the form must be submitted with the Bid for review by the City's legal counsel during the evaluation of Bids. If such agreement requires that payments be remitted to other than the Bidder, the Bidder shall indicate the name and address of the firm to whom Bidder would request payments to be made, and the firm's relationship to the Bidder.

3.2.2 Bidders are advised that in the event any such agreement contradicts the City of Cedar Rapids requirements, the bid may be rejected due to the contradiction unless Bidder indicated deletion of such clauses. If agreement form indicated a firm other than the Bidder is Contractor, or payee, the proposed Contractor or payee must also indicate concurrence with the deletion of such clauses.

3.2.3 If no agreement form is included with the bid, no such form will be approved by the City during the evaluation or award processes, or following award of contract. If the bid does not indicate the proposed Contractor, vendor or payee to be a person or company other than the Bidder, (1) only the Bidder will be considered as Contractor and (2) payments will be made only to the Bidder to whom the contract is awarded.

3.2.4 The City of City Rapids will in no case agree to terms not submitted for review with the bid submittal.

3.3 Payment Terms and Invoice Submittal

3.3.1 Payment terms for Work authorized under the contract shall be net forty-five (45) days upon receipt of an acceptable original invoice <u>and</u> after Work is performed, inspected and accepted and all required documentation and reports are received in a format acceptable to the City.

3.3.2 Invoices shall include the following information:

- Contractor name and address
- Description of Work Performed

- The address of the structure and GPS coordinates
- Date of Demolition
- City PO number
- The total amount being invoiced
- The Project Number / Contract Number (RFB #PUR1215-115)
- Load tickets, scale tickets and manifest shall be submitted with each invoice
- Documentation of compaction tests

3.3.3 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.

3.3.4 All invoices, and supporting documentation shall be submitted at the intervals as agreed upon:

a) In a pdf format via e-mail to: accountspayable@cedar-rapids.org
or
b) Via US mail to: City of Cedar Rapids, Finance Department – Accounts Payable, 101 First Street SE, PO Box 2148, Cedar Rapids, IA 52406-2148.

3.3.5 The City may withhold payment for reasons including, but not limited to the following:

a) Work that is defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Contractor;
b) Damage for which Contractor is liable under the Contract;
c) Valid liens or claims of lien;
d) Valid claims of Subcontractors or other persons;
e) Delay in the progress or completion of the Work;
f) Inability of Contractor to complete the Work;
g) Failure of Contractor to properly complete or document any pay request or invoice;
h) Any other failure of Contractor to perform any of its obligations under the Contract; or
i) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in the Contract.

3.3.6 Actual travel time to and from the work location is not reimbursable under the Contract.

3.4 Bonds – REQUIRED

3.4.1 Payment and Performance Bonds - Awarded Contractor shall furnish payment and performance bonds, each in an amount equal to the Contract price as security for the faithful performance and payment of all Contractor's obligations under the Contract documents. These bonds shall remain in effect at least until two years after the Work is fully accepted by the City. Bonds shall be submitted within ten (10) days of award.

3.4.2 Bond Forms are provided in Attachment E.

3.5 Treatment of Documents and Records

3.5.1 Ownership

All Documents and other materials prepared by the Contractor in connection with this project are the City's sole property in which the Contractor has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the Contractor by the City shall remain the sole property of the City. Nothing written in this paragraph, however, will be interpreted to forbid the Contractor from retaining a single copy of information for its files.

3.5.2 Confidentiality

Any individual subcontracted or employed by the Contractor with authorized access to personnel information documents, if any, is given access to use any personnel information in the documents solely for the purpose of performing the Work of the Contract and must not divulge this information to anyone without a need to know. Confidentiality of personnel information contained in the documents shall survive the completion or termination of the Contract subject to applicable state statutes.

3.5.3 Disposal

If at any time during the performance of the Contract or following completion or termination of the Contract, Contractor and/or its subcontractors chooses to dispose of Documents, disposal of Documents shall:

a) comply with any retention requirements of the agreement, and

b) shall be in a manner such that documents or information in the Documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

3.5.4 Access/Retention

During the term of the Contract or following completion or termination of the Contract the Contractor and its Subcontractors, if any, shall maintain all accounting records and other documentation generated in performing the Work under the Contract.

The City or any duly authorized representative of the City shall have access to all such information for the purpose of inspection, audit and copying during normal business hours. All such information shall be retained for five (5) years from the date of final payment and after all other pending matters under the Contract are closed.

This access shall be made available to the City or duly authorized agent and shall be considered incidental to the Scope of Work contained herein. As such, there shall be no additional compensation allowed the Contractor for maintaining this information and allowing the herein described access.

3.6 If Project is funded in any way utilizing Federal Funds the Contractor acknowledges that it may be required to submit to an audit of funds paid through the Contract and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

3.7 Estimated Quantities

The City does not guarantee that the quantities estimated will be accurate for the upcoming contract period. The City reserves the right to order decreased or increased amounts from those specified. However, the estimates are as accurate as we are able to determine. Actual quantities, whether lesser or greater than estimated, will not affect the prices as bid and accepted for the term of the contract(s).

---------- End of Section 3.0 ----------

SECTION 4.0 – SCOPE OF WORK, SPECIFICATIONS

4.1 Project Scope of Work – General

The City of Cedar Rapids is seeking bids from qualified contractors to provide RACM (Regulated Asbestos Containing Materials) Demolition Services for one (1) residential structure and one (1) accessory structure that sustained severe fire damage. The work consists of removing all debris associated with these structures including the foundations, footings, other materials such as private sidewalks, driveways and misc. materials or debris throughout the parcel leaving the site in a natural state. The Contractor shall schedule to have the electric and gas utilities disconnected.

Address	GPN	Funding Code	Details
1528 L St SW	143320600800000	138000-101-521108	House, garage, misc. debris, sidewalks, driveway, parcel clean up (RACM Demolition)

The structures were not tested prior to this RFB and are assumed to contain ACM & HHW. Therefore all debris contained within the footprint of these structures SHALL be considered asbestos containing.

4.2 Estimated Quantities

Although the CITY has estimated the cost for the demolition of these structures, the CITY does not guarantee an exact quantity of work for this project. Work under this project may be affected by factors such as environmental concerns and reimbursement eligibility. Actual quantities, whether lesser or greater than estimated, will not affect the firm fixed prices as bid and accepted for the term of the contract.

The CONTRACTOR is required to bid the removal of ALL RACM debris and other materials for this parcel whether accurately quantified on this RFB or not. The price that is submitted on the Bid Submittal Form is all-inclusive for all work on this project.

The CONTRACTOR shall submit an all-inclusive firm fixed price for this project. Additional line items are provided on the Bid Pricing Submittal Form, Attachment D, for discoveries of septic tanks and cisterns.

4.3 Scope of Work – **RACM Demolition (Remediation)**

The Work will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

Remediation is being performed as part of a total building demolition. The buildings have been deemed unsafe and not structurally sound to perform standard remediation prior to demolition.

The Work to be performed by the RACM DEMOLITION (REMEDIATION) CONTRACTOR shall include abatement of asbestos containing materials (ACM), CFC Containing compounds, Brown goods, White Goods, (HHW) Chemicals, Fluorescent Lamps and PCB Ballasts, Mercury Containing Devices, special/hazardous material removal, decommissioning, cleanup, removal and disposal of materials.

The DEMOLITION (REMEDIATION) CONTRACTOR performing the RACM Demolition work must hold an Iowa Asbestos Contractors Permit and all staff performing work within the regulated work area (hot zone) must have an Iowa Asbestos Supervisor or Worker license. The remediation work must be performed by the contractor possessing the Asbestos Abatement Contractors License. An asbestos licensed Contractor/Supervisor must be onsite at all times during remediation.

Respiratory protection in compliance with applicable OSHA regulations shall be provided. For Class 1 asbestos work, the abatement workers and supervisors shall wear, at minimum, powered air-purifying respirators with appropriate HEPA filters until such time that personal and short term excursion limit samples show airborne asbestos levels of 0.3 f/cc or less. After these levels are achieved, respiratory protection may be downgraded to ½ face negative pressure respirators. If airborne asbestos levels reach a level of over 0.3 F/cc, PAPR's must again be used.

Full body disposable protective clothing, including head, body and foot coverings (unless using reusable/cleanable footwear) consisting of material impenetrable by asbestos fibers (Tyvek or equivalent) shall be provided to authorized visitors in sizes adequate to accommodate movement without tearing.

Additional safety equipment (e.g. hard hats meeting the requirements of ANSI Standard Z87.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves), as necessary, shall be provided to all workers and authorized visitors.

Non-skid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination. A sufficient supply of disposable mops, rags and sponges for regulated area decontamination shall be available.

See further requirements in Section 4.4 Scope of Work - Demolition

4.4 Scope of Work - **Demolition**

The Demolition Contractor (hereinafter "CONTRACTOR OR DEMOLITION CONTRACTOR") shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Bid all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Work (hereinafter "Work"). The Work will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

The DEMOLITION CONTRACTOR shall complete or subcontract to a REMEDIATION CONTRACTOR for the abatement of asbestos and household hazardous waste as listed in Section 4.3. If the DEMOLITION CONTRACTOR is not legally licensed or capable of completing the remediation portion of this demolition, the work shall be subcontracted.

The DEMOLITION CONTRACTOR is responsible for all the demolition, debris removal and lot cleaning for each parcel assigned. The parcel shall be left cleared of all debris and returned to a natural state. The DEMOLITION CONTRACTOR should take steps to avoid removing excessive dirt from the site during demolition activities. All demolition, lot cleaning, backfill, top soil, grading and seeding shall be completed and the final inspection approved prior to mobilizing of the parcel.

4.5 Treatment of Demolition Debris Containing Lead Based Paint

The U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) have established standards to protect workers from overexposure to lead. OSHA'S Lead-in-Construction rule, contained in 29CFR1926.62, regulates work practices and procedures which SHALL be followed when working around lead. Lead Based Paint above the OSHA action levels or LBP discovered during demolition will NOT be considered an extra or as a discovery item as the Solid Waste Agency doesn't charge additional or different pricing for this type of debris to be transported and disposed of. ALL LBP shall be part of the overall cost as bid.

4.6 Discovery Items (See also – Section 4.17, 'Archeology')

During demolition discoveries may be made that are archeologically sensitive. All work shall stop and the PROJECT MANAGER shall be notified. Non-Archeologically sensitive discoveries such as construction debris (C&D) shall be removed as part of this project.

Should discoveries be made or delays occur, demolition may not resume until the area has been cleared by the PROJECT MANAGER or the Archeologist. Additional charges or fees shall NOT be allowed for any delays or mobilization resulting from these discoveries.

4.7 Debris Monitoring

There is no contracted debris monitoring for this contract. The City of Cedar Rapids – Building Services Division and Public Works may have representatives on site during the demolition process making random inspections.

4.8 Storm Water Specifications

The DEMOLITION CONTRACTOR shall comply with all State requirements for Storm Water run-off. **ALL Costs associated with this section and any applicable SWPPP requirements SHALL be included in the Firm Fixed Pricing per address on Attachment D, Bid Pricing Submittal Form.**

As this parcel is not over one (1) acre the DEMOLITION CONTRACTOR is not required to have a SWPPP plan or permit with the State. However the DEMOLITION CONTRACTOR shall use Best Management Practices (BMP's) to reduce the risk of run-off. The DEMOLITION CONTRACTOR shall protect the following at all times.

a. Protect Storm Drain Inlets located near the property lines using 9" compost filter socks or proper designed inlet protection devices

b. Establish Perimeter Controls and Sediment Barriers on parcels that demolition activities approach parcel lot lines. Controls will consist of 12" compost filter sock.

The Public Works Department – Storm Water Division will be making random inspections during the demolition process. Additional BMPs will be called for as needed to correct deficiencies.

The DEMOLITION CONTRACTOR will be responsible for any run-off on to private property or the right-of-way for up to 120 days after the final inspection is completed if it is determined that the DEMOLITION CONTRACTOR did not properly grade the parcel.

4.9 Outbuildings / Fences / Misc. Debris

Outbuildings such as sheds, garages and other structures along with fences and other misc. debris shall be demolished and/or removed. **The DEMOLITION CONTRACTOR SHALL be solely responsible to review this parcel to ensure all items are removed prior to completion. The lot shall be left clean and free of all debris and returned to a natural state.**

4.10 Cleanup

All pieces, parts, scraps, debris, rubbish, wood and 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 daily. Final cleanup after the structure is demolished shall include complete and thorough removal from the premises of all parts or pieces of the building, its contents and its furnishing, including all debris, organic materials, rubbish, wood, concrete, and masonry rubble in their entirety; examples: Concrete or brick floors of basements, or of areaways, stairways, stairwells or depressed structures shall be completely removed. Concrete slabs on ground of basement-less buildings and foundations shall be broken up and removed from the site. All hazardous open pits and recesses shall be filled with thoroughly tamped earth or mortar; whichever is required to completely eliminate the hazard.

4.11 Backfilling, Finishing and Seeding

The DEMOLITION CONTRACTOR shall obtain inspection and approval from the PROJECT MANAGER or Designee prior to backfilling any excavations, holes or depressions on the demolition site. **ALL Backfills SHALL be completed within five (5) business days after demolition is completed. Only weather related exceptions shall be allowed.**

Excavations, cellar holes, basement removal, abandoned cisterns or other depressions in the wrecking site shall be filled and compacted with sand or earthen fill. Earthen fill is defined as well graded soil materials comprised of sand, silts, or clays, or combinations with suitable characteristics to permit placement and compaction to meet the requirements of the intended use. No materials of any type from the demolition site may be used for excavation, fill or other purpose. All materials brought onto the site for any purpose must be from a previously used off-site borrow-pit.

Adjacent grades, when referred to in these specifications, means approximate existing elevation of the ground surrounding a basement, or other excavated or depressed area, at the distance of 5 feet outside the area, particularly when the existing ground has previously been graded up so as to slope away from the area. Stable, uniform grade for at least one hundred twenty days after the date when the job is reported "finished" is required. If the backfill materials were frozen when used or any other settling of the backfilled area occurs, causing unacceptable settling during the first one hundred twenty days after the ground is free of frost, the DEMOLITION CONTRACTOR shall remedy such settling by additional tamping, refilling, compacting and re-grading in conformance with the standards set forth in this section, shall repair or replace any structures, vegetation or topography which was destroyed, damaged, moved or changed in conjunction with, or by reason of, the wrecking operation. Such repairs, replacement or restitution shall be based upon and consistent with the grade, appearance and state of repair which existed prior to the start of the demolition work. The backfill shall be compacted to 95 percent of the maximum dry density as set forth in ASTM Test Method D698. Random QA/QC will be completed by the PROJECT MANAGER. DEMOLITION CONTRACTOR will

provide for the service of an independent testing laboratory to perform required tests. Copies of documentation verifying these tests have been completed shall be submitted with the project invoices.

4.12 Seeding

The topsoil shall be covered with city urban seeding per Cedar Rapids Metro Specifications. **The Top Soil used SHALL be free of rocks, debris and other materials.** Click on this link for Metro Specifications. **Seeding SHALL be completed within five (5) business days after demolition is completed or as authorized by the Project Manager.** (http://www.cedarapids.org/engineering/documents/standard_specs/standard_specs_02900.pdf)

4.13 Sidewalks and Driveways

City sidewalks running parallel to the street and the driveway portion for the street to the sidewalk are to be left intact, however, if they are damaged during demolition, they are to be removed and replaced at the DEMOLITION CONTRACTOR's own expense. Private or approach walks and drives shall be removed. Damaged walks and aprons shall be noted by the PROJECT MANAGER prior to initiating demolition work. DEMOLITION CONTRACTOR will not be responsible for repairing documented pre-existing damage. Invoicing will not be accepted for processing on any parcel that repairs remain to be completed and accepted.

4.14 Landfill – Debris Disposal

This contract **REQUIRES** that the DEMOLITION CONTRACTOR recycle/salvage all steel, concrete and asphalt and deliver it to a pre-approved location other than the Cedar Rapids/Linn County Solid Waste Agency as long as it has not been part of the RACM portion of this project.

ALL RACM debris shall be transported to an approved landfill that accepts asbestos containing material.

Transportation costs to any/all sites must be included in the Firm Fixed Pricing on Attachment D, Bid Pricing Submittal Form.

Vegetation must be segregated from construction debris.

4.15 Types of Debris, Debris Ownership and Hauling Responsibilities.

Once the DEMOLITION CONTRACTOR begins activity on a site, all debris generated is the responsibility of the DEMOLITION CONTRACTOR and the DEMOLITION CONTRACTOR is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris. This includes all materials resulting from demolition unless otherwise specified in this scope of work. The City of Cedar Rapids, Iowa is the generator of the debris. The DEMOLITION CONTRACTOR has salvage rights to all demolition materials.

The DEMOLITION CONTRACTOR shall demolish the entire structure above the foundation the same day; no partial demolition of the above-foundation structure will be allowed. Once demolition starts, every effort must be made to raze the structure and remove all debris within the work day. Backfill can be delayed as long as the property is secured with fencing for a maximum of five (5) business days.

4.16 Transporting and Disposal

Contractor acknowledges, represents and warrants to the City that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other federal, state or local agencies or authorities.

Landfill scale tickets or approved disposal site load tickets are required to process billing statements by the Contractor.

Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this 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 this scope of work.

Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks shall have a solid tailgate made out of metal.

Contractor shall ensure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

Contractor shall ensure that all vehicles transporting debris are equipped with and use tarps or netting to

prevent further spread of debris. All loads are required to be tarped.

4.17 Archeology

The sites are archeologically sensitive. The demolition footprint shall have minimal ground disturbance. In the event that archeological deposits (soils, artifacts and features such as cisterns, privies, alluvial wells and the like), or other remnants of human activity are uncovered, or if archeological deposits are found during demolition, the project will be halted immediately in the vicinity of the discovery, and the Contractor will take reasonable measures to avoid or minimize harm to finds. The Contractor will inform the Project Manager. The Project Manager will inform the lead Program Manager who may contact the State Historical Society of Iowa (SHSI). Work in the sensitive area cannot resume until a qualified archeologist determines the extent of the discovery, and the City has been notified by SHSI.

Cisterns- If discovery of a cistern takes place during demolition, Contractor shall notify the City's Project Manager or designee immediately, and all demolition stops until the City's Project Manager gives a notice to proceed with the demolition. Once the all clear has been given any liquid shall be pumped and the debris shall be removed and disposed of properly as regular C&D.

Septic Tanks – If discovery of a septic tank takes place during demolition, the Contractor is required to have it pumped by a certified licensed pumping service, demolish all materials and remove all debris and then backfilled as stated in this RFB.

Should discoveries be made or delays occur, demolition may not resume until the area has been cleared by the Archeologist. Additional charges or fees shall NOT be allowed for any delays or mobilization resulting from these discoveries.

4.18 On-Site Work Hours

Hours of work must adhere to the City noise ordinance. In Commercial areas work may be performed during the hours of 6:30 am to 6:30 pm, Monday through Saturday, except as otherwise indicated. In Residential areas work may be performed during the hours of 7:00 am to 6:30 pm, Monday through Saturday, except as otherwise indicated. Weekday Extended Hours (COMMERCIAL AREAS ONLY): Until 8:00 pm. Notify City 24 hours in advance of extended hours work.

4.19 Utility Disconnects

The City of Cedar Rapids has contracted a separate contractor to complete the water and sewer disconnects. The DEMOLITION CONTRACTOR SHALL schedule the utility disconnects of gas, electric and any other services to these structures.

4.20 Compliance with Laws

The Contractor and all Subcontractors shall be responsible for compliance with all federal, state, county and municipal laws, ordinances, rules, standards and regulations related to structure demolition and removal, including, but not limited to, requirements of the Occupational Safety and Health Administration (OSHA), EPA and the Iowa DNR. These requirements include (but are not limited to) good demolition practices.

4.21 Observations of Operations and Site Activities

The City, the Iowa Department of Natural Resources and the United States Environmental Protection Agency have the right to allow their respective representatives to inspect any of the Contractor's operations, activities, and equipment. Notwithstanding the authority of a regulatory agency to conduct site visits as described above, it is the exclusive right of the City through its Project Manager to communicate contract directions, changes, and final acceptance to the Contractor.

The Contractor shall notify the PROJECT MANAGER within one (1) working day of any regulatory inspection performed. The Contractor shall notify the PROJECT MANAGER within one (1) working day of receipt of any citation issued by a regulatory agency to the Contractor or any of its agents or subcontractors relating to any work performed for this project.

This Project may be totally or partially funded by other involved entities. Those entities may have site monitor(s) present to observe and monitor demolition procedures at the worksite.

4.22 Submittals and Notices - Contractor Submittals Prior to Work

The CONTRACTOR (if applicable) disposing of regulated waste must have a valid EPA identification Number for Regulated Waste Activity.

The CONTRACTOR (if applicable) will file all documents required to obtain all necessary approvals of governmental authorities having jurisdiction over the Project, including arranging for, obtaining and executing of all abatement permits, notifications, and approvals required for lawful compliance with all State and Federal laws and regulations for this Scope of Work. Regulated asbestos abatement projects require a 10 working day notification to the Iowa DNR prior to the start of the abatement.

The CONTRACTOR (if applicable) must hold an Asbestos Permit and have a licensed Contractor/Supervisor on site at all times. All staff performing work in the containment area (hot zone) must have worker licenses.

The CONTRACTOR (if applicable) shall keep and provide upon PROJECT MANAGER's request any required documentation from a physician that all employees or agents who may be exposed to airborne asbestos in excess of the Permissible Exposure Limit have been medically monitored to determine whether they are physically capable of working while wearing the respirator without suffering adverse health effects. In addition, document that personnel have received medical monitoring as required in OSHA 29 CFR 1910.1001 (j). The CONTRACTOR must be aware of and provide information to the examining physician about unusual conditions in the workplace environment (i.e., high temperatures, humidity, and chemical contaminant) that may impact the exposure.

The Contractor will be required to complete and submit to the IDNR-Notification of Demolition/Renovation (DNR Form 542-1476) no less than ten (10) working days prior to the commencement of demolition activities.

The CITY's Building Services Division will provide the CITY demolition permit application with pertinent information to include what utilities **IF** any have been disconnected prior to the project commencing. **The CONTRACTOR SHALL Pay all fees associated with a Demolition Permit for each address on this project.**

Submit proof to the PROJECT MANAGER that required permits have been obtained and that disposal site location and arrangements for transportation waste materials have been made. If a separate transporter (other than the Contractor) is to be employed to transport the waste to the landfill, copies of the transporter's licenses and permits shall be submitted to PROJECT MANAGER. ALL subcontractors to be used shall be documented in accordance with Attachment A - General Terms and Conditions, titled SUBCONTRACTING.

Submit documentation to the Project Manager that the Contractor is properly registered in the State of Iowa.

Submit a copy of your Standard Operation Procedures for RACM Demolition and your Health and Safety Program.

4.23 Standards

Each entity engaged in any part of the Project is required to be familiar with industry standards applicable to that entities' construction activity. The Contractor shall maintain work sites to appropriate use standards, safety standards, and regulatory requirements. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed for performance of a required construction activity, the CONTRACTOR shall obtain copies directly from the publication source. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Project Manager reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements. Copies of applicable standards shall be readily available at the project job site.

4.24 Pre Demolition Conference

Before Work is started, a conference attended by the City's PROJECT MANAGER, the DEMOLITION CONTRACTOR and others as appropriate will be held to:

a. Inspect and discuss condition of construction to be demolished.

b. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.

c. Review and finalize protection requirements.

d. Review procedures for noise control and dust control.

4.25 Preparatory Operations

Before the start of the demolition job, the Contractor shall take a number of steps to safeguard the health and safety of workers in accordance with all Federal, State and Local regulations at the job site. A competent person, experienced in all phases of demolition work including safety issues shall perform the planning work. A suitable location shall be designated at the job site with written plans/procedures, emergency information and equipment. Employees shall be trained in evacuation procedures in the event of workplace emergencies.

4.26 Medical Services and First Aid

Contractor shall make provisions for prompt medical attention in case of serious injury. The location and the most direct accessible route to the nearest hospital and the telephone numbers of the hospital and the ambulance must be posted at the job site. (Exception: If it is practically infeasible to post required information in accordance to this section, it must be identifiable and readily available for all onsite workers). A proper First Aid kit and proper equipment for prompt transportation of an injured employee, as well as a communication system to contact an ambulance must be available at the job site.

4.27 Fire Prevention and Protection

Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

Smoking shall be prohibited in construction areas.

All welding or cutting operations, combustion-type temporary heating units, and similar sources of fire ignition shall be supervised according to requirements of authorities having jurisdiction and Hot Work Plan.

The Contractor is responsible for developing and supervising a fire protection program and for providing the necessary firefighting equipment at the job site. This program shall outline the assignments of essential personnel in case of a fire and provide an evacuation plan for workers on the site. The program shall contain provisions for securing hot work permits and instructions for shutting down all burning and hot work operations one hour before the end of the work shift. Review needs with local fire department and establish procedures to be followed. The Cedar Rapids Fire Department must be called for all fires. Instruct personnel in methods and procedures. Post warnings and information.

4.28 Contractor's employees shall possess a certificate of completion showing that said person has successfully completed a ten-hour Occupational Safety and Health Administration (OSHA 10) or a similar program for on-site employees which includes a course in construction safety and health approved by OSHA. Any on-site employee found on a work site subject to this section without documentation of the successful completion of the course required shall be afforded fifteen days to produce such documentation before being subject to removal from the project.

1. Every worker employed in the performance of work under this contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors under this contract receive such training prior to performing any work on the project.
2. Contractor shall provide a copy of proof of completion of the OSHA 10 course to the City upon request. Proof of completion may include but is not limited to:
   a) copies of bona fide course completion card;
   b) training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
   c) other valid proof

4.29 Property Damage

The Contractor shall be legally and financially responsible for all damages to public and private property, regardless of cause or fault. The Contractor shall have one lead individual per every work crew who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, pictures, contact information, and resolution. If public or private property, including trees and vegetation, is damaged by the Contractor and not repaired or resolved on a timely basis to the satisfaction of the City, the City has the option of having the damage repaired at

the Contractor's expense to be reimbursed to the City or withheld from the Contractor's future payments. Invoicing will not be accepted for processing on any parcel whether city owned or private until the property owner of the damaged parcel has given written clearance and is accepted by the City.

4.30 Site Security

Prior to, or during demolition. If it is determined by the PROJECT MANAGER that a significant job site security and or safety risk exists, the following activities shall be required to be put in place by the Contractor. Otherwise, Contractor must at all times take reasonable or other contracted steps necessary to ensure that each job site is maintained in a safe, secure and clean condition until final completion and acceptance by the PROJECT MANAGER.

Pedestrian Protection. The work of demolishing any building shall not be commenced until pedestrian protection is in place as required by the International Building Code 2015 City of Cedar Rapids Municipal Code Chapter 33. Pedestrians shall be protected during construction, remodeling and demolition activities as required and signs shall be provided to direct pedestrian traffic.

Fencing. Temporary barricade type fence shall be erected prior to the commencement of demolition activities to prevent access by the public. Such fence shall be: (1) At least four feet high. (2) Consistently restrictive from top to grade. (3) Without horizontal openings or indentation wider than two inches. The fence shall be erected before demolition begins and shall not be removed until the backfill is completed.

Temporary Signs. Provide warning signs for site fencing as described above. Unauthorized signs are not permitted. The City of Cedar Rapids will provide and install project identification sign if necessary.

4.31 Temporary Use of Streets, Alleys and Public Property

Storage and Handling of Materials. The temporary use of streets or public property for the storage or handling of materials or of equipment required for construction or demolition, and the protection provided to the public shall comply with the provisions of the authority having jurisdiction and by the adopted International Building Code 2015 City of Cedar Rapids Municipal Code Chapter 33.

Pre-loading is permissible, but trucks, cargo boxes, roll-offs, trailers, and etc must be kept in a secured area and, if necessary, tarped for the public health and safety. The secured area may be located within perimeter of the demolition site or a designated location if the demolition area is not acceptable for overnight storage. The City's PROJECT MANAGER will have final approval regarding pre-loading and secure storage.

Obstructions. Construction materials and equipment shall not be placed or stored so as to obstruct access to fire hydrants, standpipes, fire or police alarm boxes, catch basins or manholes, nor shall such material or equipment be located within 20 feet (6096 mm) of a street intersection, or placed so as to obstruct normal observations of traffic signals or to hinder the use of public transit loading platforms.

4.32 Temporary Utility Installation

Temporary utility installation shall be preapproved by the City's PROJECT MANAGER.

4.33 Traffic Controls

a. Protect existing site improvements to remain including curbs, pavement, and utilities.

b. Maintain access for fire-fighting equipment and access to fire hydrants.

c. Provide and operate temporary traffic control signals at designated intersections, and traffic control signage as needed for temporary closure of public roads and streets.

d. The traffic control setup must follow the most recent version of the Cedar Rapids Metropolitan Area Standard.

Specifications and Standard Details and the most recent version of the Manual of Uniform Traffic Control Devices (MUTCD). If traffic modifications are required, the Contractor shall coordinate all activities with the City's Traffic Engineering Department (319-286-5176) prior to any traffic control setup. The City or Project Manager will give final approval of the locations and type of traffic controls needed.

4.34 Contractor's Employees

The Contractor agrees to staff each project with personnel experienced in the nature of the work and having appropriate training, skills, and required credentials to accomplish the work's objectives. The Contractor will maintain continuity of its staff assigned to the work to the fullest extent possible throughout the term of this Agreement.

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

The Contractor shall be responsible for providing protective gear and equipment to its agents and employees, and for ensuring its proper utilization under all current applicable OSHA regulations. Anyone in the secure demolition area must be wearing appropriate protective equipment at all times. This would include, but not be limited, to hard hats, steel toes and safety vests.

The Contractor will fully and sufficiently inform its staff of the nature of the work and the hazards inherent in performing the work, and shall inform its Subcontractors of the same.

The Work shall be performed in accordance with the requirements, standards, specifications and schedules set forth, and all applicable regulations or policies of the U. S. Environmental Protection Agency, Iowa Department of Natural Resources, Iowa Workforce Development Agency, OSHA or any other regulatory agency that has jurisdiction over the work. All regulatory or contractual interpretations shall be made by the applicable regulatory authority or the City and shall be final.

The Work shall be diligently and continuously performed in order that said work is completed within the time frame as specified by the City.

The Contractor shall only furnish employees who are properly licensed, competent and skilled for work under this contract.

Contractor's employees and sub-contractor employees shall each wear distinctive company clothing or hard hats with permanent markings identifying their respective employer at all times while within the project buildings and at all times while on site.

All employees of the Contractor shall be listed and this list provided to the Project Manager prior to starting any work.

If, in the opinion of the City or Project Manager, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while performing work, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract immediately.

The Contractor shall provide a main phone number and a backup phone number that will be answered 24/7.

4.35 Contractor's Equipment

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 the approval of the City. All loads must be secured and solid metal tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent materials to be used to pick up any oil spilled from loading or hauling vehicles.

The Contractor shall furnish a complete and updated list identifying trucks, trailers and equipment that will be used in the transport of debris to the permanent disposal sites during the performance of the work under this project if requested by the City of Cedar Rapids. The listing shall include the following information;

a. Truck and/or trailer license number.
b. Year, make and color of each truck and/or trailer.
c. Cubic yardage capacity of each trailer.

Each truck and trailer passing through disposal check points 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.

Mobilization of all equipment (non-rubber tire) shall be done in a manner that will not create damage to the historically sensitive areas, city streets, curbs or city sidewalks. However off loading or crossing city streets may be accomplished by proper protection (IE; laying down tires, dirt berms, or other City or PROJECT MANAGER pre-approved protective measure).

---------- End of Section 4.0 ----------

SECTION 5.0 – BID EVALUATION AND AWARD

5.1 Award - Any award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council.

5.1.1 Award shall be made to the responsible Bidder submitting the lowest responsive bid with regard to the specifications set forth herein. The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups or lump sum; and to waive technicalities and formalities where is it deemed advisable in protection of the best interests of the City.

5.1.2 If the evaluation team determines that the project should be awarded, the process shall be as follows:

a) The evaluation team shall determine which responsible Bidder has submitted the lowest responsive bid.

b) For projects equal to or greater than $50,000, the City Council shall consider a resolution awarding the contract and authorizing the City Manager to sign the Contract on behalf of the City. **Note,** as provided for by Section 4.03 of the Cedar Rapids Municipal Code, no Contract shall be deemed to be created and exist, unless and until the City Council adopts a resolution awarding the project and authorizing the City Manager to sign the Contract.

c) The City Manager executes the Contract.

d) The City issues a purchase order to the Contractor. The purchase order shall constitute authorization for the Contractor to commence the Work.

5.1.3 If the evaluation team determines that all the bids received should be rejected, the Bidders shall be notified by the Purchasing Services Division accordingly. At that point, the City may, or may not, re-bid the project.

5.2 Award of bid shall be made to the lowest responsive and responsible Bidder(s) meeting the specifications set forth herein. In addition to the quoted price, the following is a partial list of the criteria that may be used in our determination of Contractor responsibility and responsiveness:

- Adherence to specifications;
- Service as specified in these bid documents;
- Company's reputation and financial status;
- Company's ability to meet the City's Insurance Requirements;
- Current lead-time quoted;
- Length of time committed for firm pricing;
- Guarantees and warranties;
- Past experience and service provided by Bidder;
- Strength of Bidder's hiring and training program;
- Favorable references from firms with projects of similar scopes that indicate that the Bidder has the ability to carry out the Work and provide the products specified;
- Strength of company's safety program and history.

5.3 The City of Cedar Rapids reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the City's overall interests.

5.4 The Company must not have any unresolved performance issues with the City of Cedar Rapids. The Company's performance as a prime Contractor or subcontractor in previous City contracts shall be taken into account when evaluating the Company's submittal for this Request for Bid. The City may survey other local agencies during the bid evaluation period to make sure the Company does not have any unresolved or unsatisfactory performance issues. The City reserves the right to reject the Company's submittal based on its assessment of the Company's prior performance.

5.5 In case of tie bids, the City will make the award based on the priority factors as outlined in the City of Cedar Rapids Purchasing Policy Manual.
http://cedar-rapids.org/government/departments/purchasing/Documents/Tie%20Bid%20Procedure_14.pdf

5.6 Buy Local Program

The Cedar Rapids City Council has passed a resolution adopting a Buy Local Program for the procurement of goods and/or Work/Services by competitive bid or proposal. Preference shall be applied to acceptable bids or proposals from businesses located within Linn County who have submitted a notarized Local Business Certificate. See Attachment C for details. If your company is already registered, or if this does not apply to your business, do not complete the form.

---------- End of Section 5.0 ----------

SECTION 6.0 – SUBMITTAL INSTRUCTIONS

DOCUMENTS TO BE SUBMITTED WITH THIS BID
1. General Company Information Form – Attachment C
2. Certification Regarding Ability to Obtain Required Insurance – Attachment C
3. Bid Pricing Submittal Form – Attachment D
4. Bid Signature Page – Attachment C
5. Local Business Certificate, if applicable – Attachment C

---------- End of Section 6.0 ----------

ATTACHMENT A – STANDARD TERMS AND CONDITIONS

ACCELERATED PAY DISCOUNTS - Accelerated discounts should be so stated on the Signature Page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices bid must, however, be based upon payment in net forty-five (45) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

ASSIGNMENT - The City and the Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other Party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

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.

BID FORM - Each Bidder must submit an original bid and additional copies as required on the forms attached. The Bidder shall correctly sign the bid, 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. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

BID INFORMATION IS PUBLIC - All documents submitted with any bid 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 Cedar Rapids in connection with a bid, the submitting party recognizes this and waives any claim against the City of Cedar Rapids 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 Cedar Rapids and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Cedar Rapids arising from any opportunity.

BID REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all bids or parts thereof. 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.

CONFLICT OF INTEREST - Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

DISPUTES - Should any disputes arise with respect to the Contract; the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

FOB POINT AND FREIGHT/DELIVERY CHARGES – The FOB point, in terms of loss or damage, as well as where title to the goods is passed, shall be FOB-Destination. Freight/delivery charges are to be included in the quoted price of the goods, rather than as a separate line item.

FORCE MAJEURE - 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 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. The Party who is prevented from performing by force majeure 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 shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

INDEMNIFICATION - The Contractor shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Contractor, its employees, or any independent Contractors working under the direction of either the Contractor in the performance of the Contract.

LAWS AND REGULATIONS - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

METHOD OF AWARDING - The City reserves the right to make awards based on the entire bid or on an item by item basis. However if Contractor's bid is based on an "all or none" condition, the City may consider their bid non-responsive and reject the entire bid.

NO GIFT STANDARD - The City of Cedar Rapids is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "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.

NON-COLLUSION STATEMENT – Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All Contractors that engage in contracts with the City of Cedar Rapids, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, families with children, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Cedar Rapids expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the work they perform.

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the contract must do so in writing in accordance with the City's Protest Procedure which is posted on the City's website at http://cedar-rapids.org/government/departments/purchasing/Documents/Protest%20Procedure_14.pdf

SAFETY DATA SHEETS - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Cedar Rapids. City of Cedar Rapids employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file.

SUBCONTRACTING – The Work relating to this Project, or any portion thereof, may not be subcontracted without written approval from the City. All approved Subcontractors shall be listed in the resulting contract or in a written amendment to the contract.

SPECIFICATIONS - Unless otherwise stated, every item provided in response to this Request for Bid shall be new, unused, and of current model under standard production by the manufacturer. Items shall be furnished complete with standard equipment and accessories as listed in the manufacturer's printed literature. Remanufactured, used, demonstrator models or refurbished items will not be accepted.

SUSPENSIONS AND DEBARMENT - The Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Cedar Rapids or the State of Iowa.

TAXES - The City of Cedar Rapids 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. The Cedar Rapids Tax ID number is 42-6004336.

TERMINATION OF CONTRACT FOR CONVENIENCE - The City may terminate the Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of

such termination. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

TERMINATION FOR CAUSE AND DEFAULT - If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the terms or conditions of the Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all completed Work, reports, and delivered materials shall, at the option of the City, become its property, and the Contractor shall be entitled to receive compensation for any satisfactory Work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City are determined.

WARRANTIES – WORK - The Contractor shall perform Work for the City pertaining to the Project as set forth in the Contract. Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

WARRANTIES – INTELLECTUAL PROPERTY - Contractor represents and warrants that all the materials, goods and work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and work. The Contractor represents and warrants that the materials, goods and work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Contractor further represents and warrants that the materials and works do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and work contemplated by the Contract.

---------- End of Attachment A ----------

ATTACHMENT B – INSURANCE REQUIREMENTS

Section I – Basic Insurance Requirements

Contractor, at its own expense, shall procure and maintain during the life of this Contract, the following insurance so as to cover all risk which shall arise directly or indirectly from Contractor's obligations and activities.

General Liability Insurance Contractor shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than $1,000,000 per occurrence/ $2,000,000 general aggregate for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability
- Sudden and Accidental Pollution Liability

Automobile Liability Insurance with a combined single limit of at least $1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Statutes. The coverage limits shall include $500,000 each accident for Bodily Injury by Accident, $500,000 each employee for Bodily Injury by Disease, and $500,000 policy limit for Bodily Injury by Disease.

Pollution Liability Insurance with limits of at least $1,000,000 per occurrence. Coverage shall include claims for bodily injury, property damage, environmental damage and cleanup expenses (including investigation, removal, remediation, monitoring and disposal) of any spill, release, discharge or dispersal arising out of Contractor's (including its employees and subcontractors) Work. This insurance will not exclude or limit coverage for asbestos, lead, or mold and will affirmatively include non-owned disposal site coverage, transportation, loading and unloading of waste or materials generated by the Contractor's Work at the job site.

THREE (3) ENDORSEMENTS REQUIRED:

1. Additional Insured Endorsement:

Except for Workers' Compensation and Professional Liability, the policies shall include the City Additional Insured Endorsement of: The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as additional insureds with respect to liability arising out of the Insured's work and/or Services performed for the City of Cedar Rapids, Iowa. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether available coverage be primary, contributing, or excess.

2. Non-Waiver of Governmental Immunities Endorsement (Iowa):

a. Non-waiver of Government Immunity The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as It may be amended from time to time.

b. Claims Coverage The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.

c. Assertion of Government Immunity The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.

d. Non-Denial of Coverage The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.

e. No Other Change in Policy The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

3. Cancellation and Material Changes Endorsement

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to:

City of Cedar Rapids
Finance Department – Purchasing Services Division
101 First Street SE
Cedar Rapids IA 52401

(Please note that the City does accept a signed letter on the agent's letterhead, from the insured's insurance agent, confirming that the agent will provide notice as indicated above.)

Section II – Conditions of Contract

The Contractor is required to purchase and maintain insurance coverage to protect the Contractor and City of Cedar Rapids throughout the duration of this Contract as enumerated above in the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as a failure on the part of the Contractor to comply with these requirements and be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified in the future.

The insurance policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B+" or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Contractor continuing to furnish the CITY certificates of insurance.

The Contractor shall be responsible for deductibles and self-insured retentions in the Contractor's insurance policies.

The Contractor is required to give the City notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

The City intends to be an Additional Insured with coverage being primary and not contributing with any other insurance or similar protection available to the City whether any other coverage is primary, contributing or excess.

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.

Section III – Contract Approval

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached so as to evidence their inclusion in the coverage. The Certificate of Insurance is due before the Contract can be approved. The following format is required:

List Demolition Services for RACM Structure, RFB #PUR1215-115, as the Scope of Work the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

City of Cedar Rapids
Finance Department – Purchasing Services Division
101 First Street SE
Cedar Rapids IA 52401

The Producer's contact person's name, phone number and e-mail address is required.
Endorsements, as required in Section I, shall be included with the Certificate of Insurance to evidence that the policy has been endorsed.
Certificates may be sent by e-mail (j.lehman@cedar-rapids.org), fax (888-815-3659), mail or delivery to the attention of Judy Lehman.

---------- End of Attachment B ----------

ATTACHMENT C

BID SUBMITTAL FORMS

For

DEMOLITION SERVICES OF RACM STRUCTURE

RFB #PUR1215-115

FORM NAME	Page
General Company Information Form	28
Certification Regarding Ability to Obtain Required Insurance	29
Signature Page Form	30
Buy Local Packet (submit only if applicable)	31

GENERAL COMPANY INFORMATION FORM

Company Name _____

Company Address _____

General Description of the Company: _____

_____

Type of Organization (franchise, corporation, partnership, etc.) _____

Number of years in business: _____

References

List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scopes. (Name of firm, address, contact person, phone number)

Reference #1 - Name: _____
Address: _____
Contact Person & Phone: _____
Date & Description of Job: _____
Contract Value: _____

Reference #2 - Name: _____
Address: _____
Contact Person & Phone: _____
Date & Description of Job: _____
Contract Value: _____

Reference #3 - Name: _____
Address: _____
Contact Person & Phone: _____
Date & Description of Job: _____
Contract Value: _____

Personnel

Name and title of person overseeing the City account: _____

Office Phone: _____ Mobile: _____ Email: _____

Names, titles and years of experience of persons expected to service the City account:

_____

_____

Safety Record

Has your company received an OSHA violation in the past five (5) years? ☐ Yes ☐ No

If yes, please attach copies of the citations and an explanation of how they have been resolved.

CERTIFICATION REGARDING ABILITY TO OBTAIN REQUIRED INSURANCE

CERTIFICATION BY BIDDER'S INSURANCE AGENT/BROKER REGARDING BIDDER'S ABILITY TO OBTAIN REQUIRED INSURANCE COVERAGE AND ENDORSEMENTS

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Attachment B, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverage and endorsements if selected as the successful bidder of the RFB to which my client has responded:

Project Name and Number: _____

Legal Name of Bidder: _____

Name/Address of Insurance Agency:

_____

_____

_____

Phone: _____ Fax: _____

Email: _____

Name of Agent/Broker (Print): _____

Signature of Agent/Broker: _____

Date of Signature: _____

SIGNATURE PAGE FORM

The undersigned, having examined these documents and having full knowledge of the condition under which the Work described herein must be performed, hereby proposes fulfillment of the obligations contained herein in accordance with all insurance documents, instructions, terms, conditions, and specifications set forth; and that all required Work be furnished and that all incidental costs be paid in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: _____

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone # ( ) _____ Fax # ( ) _____

Federal ID Number _____

Iowa Department of Labor Registration Number, if applicable _____

The State of Iowa requires that all individual contractors and businesses performing "construction" work within Iowa be registered with the Division of Labor and renew that registration annually. More information about this law can be found at http://www.iowaworkforce.org/labor/contractor.htm

FIRM PRICING

Offered pricing shall remain firm for a minimum of sixty (60) days after the due date of this solicitation unless indicated otherwise. Accepted pricing shall remain firm for the duration of the contract.

ADDENDA {It is the Bidder's responsibility to check for issuance of any addenda}

The above-signed hereby acknowledges receipt of the following addenda:

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

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

PAYMENT METHOD

Do you accept a credit card for payment of purchases? Yes ☐ No ☐

QUICK PAY DISCOUNT

If you provide a discount for quick payment, please state the discount and terms: _____ % _____ days

Does this discount apply to payments made by MasterCard? Yes ☐ No ☐

PROPOSED SUBCONTRACTORS (Reference General Terms and Conditions, section titled *Subcontracting).*

If awarded this project, do you plan to use any subcontractors? Yes ☐ No ☐ If yes, list information below.

Subcontractor Company Name	Address	IA Contractor Registration #

☐ We choose not to bid at this time. ☐ We would like to be considered for future solicitations.

BUY LOCAL PACKET

The Cedar Rapids City Council adopted the Buy Local Purchasing Policy through City Council Resolution No. 1239-10-10.

1. Who is local?

   a. Businesses located within Linn County, Iowa who have paid Linn County property taxes on a plant, office or store occupied by the business for the past year; or

   b. Businesses located within Linn County, Iowa who have paid rent for the past year to a landlord or owner who has paid Linn County property taxes for the past year on the plant, office or store occupied by the business.

2. How do I apply for local preference status?

   a. Complete a "Local Business Certificate". (See page 3 of this packet)

   b. Mail the notarized, completed certificate to:

   City of Cedar Rapids – Purchasing Division
   101 First Street SE
   Cedar Rapids, IA 52401

3. After I return the notarized certificate, how do I know if my business is on the list?

   A list of certified businesses can be viewed on the City's website:

   www.cedar-rapids.org/government/departments/purchasing

   Please allow up to 10 days for processing of the certificate before the business is listed.

4. Will the local preference policy be applied to all purchases for goods and services?

   No, the following types of purchases are excluded:

   a. Purchases subject to the competitive laws of the State of Iowa

   b. Purchases subject to federal, state or county grant stipulations

   c. Purchases from the State of Iowa or other national contracts

   d. Sole source purchases

5. Do you have questions or feedback about the Buy Local Program?

   Please send questions via email to buylocal@cedar-rapids.org

6. If I work out of my home, and my home is in Linn County, am I eligible to become a certified local business?

   In order to qualify as local business your business must pay commercial property taxes related to the business being certified as local business. Residential property taxes paid for a home business do not qualify for the buy local certification.

7. How does the Buy Local Program work?

Preference shall be applied to acceptable quotes, bids and proposals greater than $1,000 from businesses within Linn County, Iowa who have submitted a notarized "Local Business Certificate".

Example A: Preference shall be given in the procurement of goods and/or services by bid or quote when a local Contractor's bid or quote exceeds the acceptable low bid by no more than:

10% for bids less than $25,000

5% for bids equal to or greater than $25,000 but less than $200,000

1% for bids equal to or greater than $200,000

Bid Tabulation for a 20' Enclosed Trailer			
	Contractor A	Contractor B	Contractor C
	Marion, IA	Des Moines, IA	Davenport, IA
BID PRICE	$ 15,147.99	$ 14,770.55	$ 18,250.00

- This bid is less than $25,000 so the preference is 10%
- Contractor B submitted the lowest bid of $14,770.55
- Contractor B is not a local business
- Contractor A submitted the next lowest bid of $15,147.99
- Contractor A is a certified local business
- $15,147.99 - $14,770.55 = $377.44 / 14,770.55 = 2.56%
- The difference between the two bids is 2.56% which is within 10% so the local preference applies
- The bid is awarded to the local Contractor A for $15,147.99

Example B: Preference shall be given in the procurement of goods and/or services by Request for Proposal (RFP) by awarding additional points to the evaluation scores of proposals received from certified local businesses as follows:

10% of all available points for proposals less than $25,000

5% of all available points for proposals equal to or greater than $25,000 but less than $200,000

1% of all available points for proposals equal to or greater than $200,000

Proposal Summary			
	Contractor A	Contractor B	Contractor C
	Iowa City, IA	Cedar Rapids, IA	Hiawatha, IA
Points	976.7	723	636.8
Points for Local Preference	0	50	50
TOTAL POINTS	976.7	773	686.8

- This proposal is greater than $25,000 but less than $200,000 so the preference is 5%
- The total available points are 1,000 (5% of 1,000 points = 50 points)
- The proposal received from Contractor A was given 976.7 points by the evaluation team
- Contractor B and Contractor C each received 50 additional points per the local preference policy
- After the additional points were applied, Contractor A remained the highest ranked proposal
- Local preference did not change the award in this case

CEDAR RAPIDS
City of Five Seasons

STATEMENT OF POLICY

CITY OF CEDAR RAPIDS
LOCAL BUSINESS CERTIFICATE

Pursuant to Cedar Rapids City Council Resolution 1239-10-10, in conducting the procurement of goods and/or services by competitive solicitation, the City of Cedar Rapids shall give preference to a responsive bid or proposal from a business located within the limits of Linn County, Iowa over an acceptable bid or proposal submitted by a business located outside of Linn County.

Preference shall be given in conducting procurement of goods and/or services by bid or quote when a local bidder's bid or quote exceeds the acceptable low bid by no more than:

- 10% for bids less than $25,000
- 5% for bids equal to or greater than $25,000 but less than $200,000
- 1% for bids equal to or greater than $200,000

Preference shall be given in conducting procurement of goods and/or services by request for proposal by awarding additional points to each proposal where the business is located in Linn County as follows:

- 10% of all available points for proposals less than $25,000
- 5% of all available points for proposals equal to or greater than $25,000 and less than $200,000
- 1% of all available points for proposals equal to or greater than $200,000

The local preference is not applicable to goods and services purchased with the assistance of federal, state or county grants or funds, or pursuant to the competitive laws of the State of Iowa.

WRITTEN STATEMENT REQUESTING LOCAL BUSINESS STATUS

I, _____, am an authorized representative of _____ (name of business) and on behalf of the business request that it be deemed to be a local business for purposes of the City of Cedar Rapids "Buy Local" program. Answering yes to question 1 **and** either question 2 or 3 listed below will qualify the business as a local business. In support of this request I certify the following information as being true and correct:

Name of Business Here →→→		
(1) Is your business located within the limits of Linn County, Iowa?	☐ Yes ☐ No	No. of Years: _____
(2) Did your business pay Linn County property taxes on a plant, office or store occupied by the business for the past year?	☐ Yes ☐ No	Street address of property: _____ Is this your home residence? ☐ Yes ☐ No If yes, see page 1, #6
(3) Did your business pay rent for the past year to a landlord or owner who has paid Linn County property taxes for the past year on a plant, office or store occupied by your business?	☐ Yes ☐ No	Street address of property: _____ Is this your home residence? ☐ Yes ☐ No If yes, see page 1, #6

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree the business is required to notify the City in writing should it cease to qualify as a local business.

Signature _____ Title _____ Date _____
Address _____ City/State _____ Zip _____
Phone _____ Email _____ County _____

Subscribed and sworn to this _____ day of _____, 20____ before the undersigned Notary Public.

_____
NOTARY PUBLIC, STATE OF IOWA

To confirm your status, check the certified local business list which is posted on the City's website: www.cedar-rapids.org/government/departments/purchasing.

Questions about the Buy Local program may be emailed to buylocal@cedar-rapids.org.

Mail the notarized, completed certificate to →→→ City of Cedar Rapids
Finance Department – Purchasing Services Division
101 First Street SE
Cedar Rapids, IA 52401

Internal Use Only:

Contractor ID: _____ Contractor Location ID: _____ Updated by: _____

ATTACHMENT D – BID PRICING SUBMITTAL FORM, RFB #1215-115

Having examined the specifications, the bid documents, all associated reference materials, the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, the Bidder hereby proposes to perform in accordance with the specifications in this Request for Bid for the firm fixed prices stated below.

After given written notice to proceed, the Contractor shall be mobilized onsite and commence work as identified in this bid document within ten (10) days and to fully complete the work in the contractual period of time allotted.

Bidders shall submit firm fixed prices as requested on this Bid Pricing Submittal Form, Attachment D. The prices shall include mileage, insurance, gas, maintenance, labor, administrative costs, office and warehouse costs, equipment, mobilization, demobilization and all other expenses necessary to complete the referenced project according to "normal" industry standards per the specifications, exclusive of all taxes. This contract will not waive tipping fees, landfill charges, or other disposal costs.

The Bidder acknowledges that they have reviewed this RACM RFB, all associated reference materials, along with all demolition requirements associated. The Contractor is responsible for ALL storm water pollution prevention requirements, Demolition, Debris Removal, Back fill, Topsoil, Grading, Seeding and maintaining the site for 120 days after completion or as specified in the RFB Document. This project is considered an all-inclusive for RACM demolition as written. These prices **SHALL** include any removal of LBP (Lead Based Paints) found before or during demolition along with ALL SWPPP costs associated with each parcel.

Description	**Salvaged Where?**	**Salvage, describe use**
Asphalt Recycling		
Concrete Recycling		
Steel Recycling		
Description	**Name of Landfill**	**Address of Landfill**
Friable ACM Disposal		

Authorized Signature		**Company Name**		**Date**	

BID PRICING SUBMITTAL FORM - RFB #PUR1215-115					
#	GPN	ADDRESS	Description	Complete Project Firm Fixed Price	Total Price
1	143320600800000	1528 L St SW	RACM Demolition and removal of all buildings - House, garage, misc. debris, sidewalks, driveway, and parcel clean up along with other materials or requirements as outlined in the RFB and associated documents. Including backfill, grade, topsoil, seed and finish.	$	$
2	**DISCOVERY ITEM - Septic Tanks** – If discovery of a septic tank takes place during demolition, the Contractor is required to have it pumped by a certified licensed pumping service, all materials removed and disposed of at site #2, then backfilled per Iowa DNR requirements and as stated in this RFB. This item SHALL have written permission from the PROJECT MANAGER in advance of any work.			$_____ Per Tank as Applicable	
3	**DISCOVERY ITEM – Cisterns** - If discovery of a cistern takes place during demolition, Contractor shall notify the City's Project Manager or designee immediately, once the all clear has been given any liquid shall be pumped and the debris shall be removed and disposed of at site #2 as regular C&D. This item SHALL have written permission from the PROJECT MANAGER in advance of any work.			$_____ Per Cistern as Applicable	

			TOTAL BID NOT TO EXCEED (NUMERIC) → → →		$_____
	TOTAL BID NOT TO EXCEED (WRITTEN) →				
Authorized Signature		**Company Name**		**Date**	

Attachment E BONDS

Performance Bond

CONTRACTOR (Name and Address):	SURETY (Name and Address of Principal Place of Business):
OWNER (Name and Address): City of Cedar Rapids City Clerk, 101 First Street SE Cedar Rapids, IA 52401	

CONTRACT
Date:
Amount:
Description (Name and Location): The Work to be performed under this project (#PUR1215-115) is to provide RACM (Regulated Asbestos Containing Materials) Demolition Services for one (1) residential structure and one (1) accessory structure that sustained severe fire damage. The work consists of removing all debris associated with these structures including the foundations, footings, other materials such as private sidewalks, driveways and misc. materials or debris throughout the parcel leaving the site in a natural state at 1528 L Street SW, Cedar Rapids, Iowa.

BOND
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms included in this Section 00610, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY
Company: (Corp. Seal)

Signature: _____

Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY
Company: (Corp. Seal)

Signature: _____

Name and Title:

FOR USE BY OWNER ONLY

REVIEWED BY OWNER

Signature _____ Date _____

Name and Title _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs. Executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
   - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an Agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
   - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
   - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
     - 3.3.1. The Surety in accordance with the terms of the Contract;
     - 3.3.2 Another CONTRACTOR selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
   - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
   - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   - 4.3. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to the OWNER for a Contract for performance and completion of the Contract, arrange for a Contract to be prepared for execution by the OWNER and the CONTRACTOR selected with the OWNER's concurrence, to be secured with performance and payment Bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
   - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR and with reasonable promptness under the circumstances;
     - 4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
     - 4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1. 4.2. or 4.3 above, then the responsibilities of the Surety

to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to THE Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceedings legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the state of Iowa and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR UNDER THE Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The Agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

PAYMENT BOND

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):	SURETY (Name and Address of Principal Place of Business):
OWNER (Name and Address): City of Cedar Rapids City Clerk, 101 First Street SE Cedar Rapids, IA 52401	
CONTRACT Date: Amount: Description (Name and Location): The Work to be performed under this project (#PUR1215-115) is to provide RACM (Regulated Asbestos Containing Materials) Demolition Services for one (1) residential structure and one (1) accessory structure that sustained severe fire damage. The work consists of removing all debris associated with these structures including the foundations, footings, other materials such as private sidewalks, driveways and misc. materials or debris throughout the parcel leaving the site in a natural state at 1528 L Street SW, Cedar Rapids, Iowa.	
BOND Date (Not earlier than Contract Date): Amount:: Modifications to this Bond Form:	

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms included in this Section 00620, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY
Company: (Corp. Seal)

Signature: _____

Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY
Company: (Corp. Seal)

Signature: _____

Name and Title:

FOR USE BY OWNER ONLY

REVIEWED BY OWNER

Signature _____ Date _____

Name and Title _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
   2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
   2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, Liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, Liens or suits and tendered defense of such claims, demands, Liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:
   4.1. Claimants who are employed by or have a direct Contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a Claim is being made under this Bond and, with substantial accuracy, the amount of the Claim.
   4.2. Claimants who do not have a direct Contract with the CONTRACTOR:
      4.2.1 Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the Claim stating, with substantial accuracy, the amount of the Claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
      4.2.2 Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the Claim will be paid directly or indirectly; and
      4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a Claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
   6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
   6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER. Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

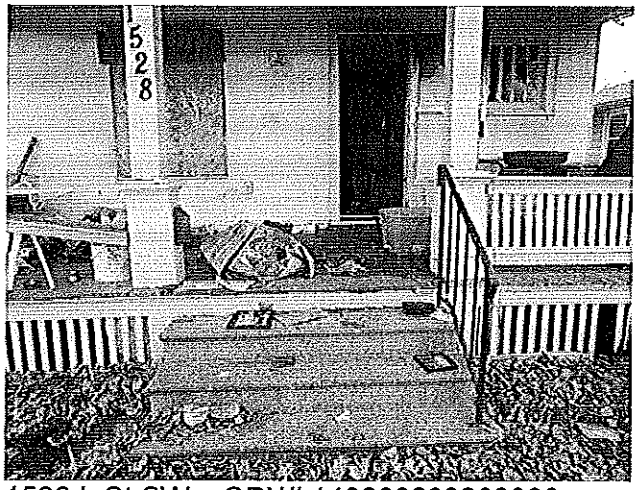
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

    15.1. Claimant: An individual or entity having a direct Contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms 'labor, materials or equipment' that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

    15.2. Contract: The Agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

    15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.



1528 L St SW – GPN# 143320600800000
Photos taken by RH on 12/10/2015