**REQUEST FOR SEALED BID**

**§404 Hazard Mitigation Property Acquisition Demolitions Program**

**31379 Scott Park Road**

**Scott County, Iowa**

**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids for the demolition, removal and disposal of §404 HMGP Acquisition property located at 31370 Scott Park Road is hereby requested by Scott County, Iowa, a Sub-Grantee of the State of Iowa, hereinafter referred to as “Applicant”.

Sealed bids must be received in the Office of the Planning and Development Department, 600 W 4th Street, Davenport, Iowa 52801, no later than three **(3:00) o’clock p.m. on April 13th**, **2020.** The envelope(s) shall be clearly marked “§404 HMGP PROPERTY ACQUISTION DEMOLITION”. The bids will be opened and evaluated by Planning Staff after the submittal deadline.

**In accordance with COVID-19 recommendations Scott County encourages all inquiries and submittals be by US Mail or other delivery service. If bidder choses a drop box for submittals is located in the Scott County Administrative Center’s parking lot or call ahead to arrange submission directly to Planning Staff.**

Bids will be reviewed by the Board of Supervisors of Scott County, Iowa at the regular meeting to be held at five o’clock p.m. on the 16th day of April, 2020. The main purpose of this review is to determine the lowest responsible Bidder. The Board will approve a resolution awarding the bid. After an award is made, a bid summary will be sent to all companies who submitted a bid. Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids. By making a bid on this Project, the bidder represents that the bidder has examined the property in question. Any questions about the meaning or intent of the specifications must be submitted three business days prior to the opening of the bids.

The bidder who is awarded the contract shall execute a *Letter of Agreement* and will be given a *Notice to Proceed* at the direction of the Applicant. **No work is to commence prior to the issuance of a *Notice to Proceed* by the Applicant.** All work is to be completed in strict compliance with these plans and specifications.

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

Copies of said plans and specifications and materials for submittal may be secured at the office of Planning and Development of Scott County, Iowa by bona fide bidders.

The Applicant reserves the right to reject any and all bids, to waive, what is in its sole opinion, minor irregularities of any type or nature that are not material. Further, mathematical errors in individual bid tabulations and/or total bid summations resulting in differing amounts than submitted will, at the sole discretion of the Applicant, be taken into consideration and either waived, if deemed not material, or considered to be a basis for bid rejection. The Applicant will enter into such contract as it shall deem to be in its best interest. The Applicant reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids.

**Communications/Inquiries by Contractors**

Please be advised that *any* communication, including conversation in person, by phone, fax or email between Bidders and any Applicant employee, official, or representative other than as set out below under “Addenda” during the entire competitive bidding process is **strictly prohibited**. Such actions will result in removal of the Bidder from the Contractor’s List and rejection of the Contractor’s bid.

**Addenda**

Any prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, if any, bid specifications, etc. must make such request in writing or email soon enough to allow a reply to reach all prospective Bidders prior to the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. All requests must be in writing and be presented to the Applicant’s Project Manager, Tim Huey, Planning Director, Scott County, Iowa and submitted no later than **April 7th at 3:00 P.M.** Faxes or emails may be sent to: at 563-326-8257 (fax) or (email) [planning@scottcountyiowa.com](file:///\\SRV-CHS-EFS-02\department\Planning%20&%20Development\Floodplain%20-%20Completed%20Permits\2017%20Flood%20Buyout%20app\planning@scottcountyiowa.com). Any and all requests will be responded to in the form of written Addenda issued to all Bidders. All Addenda that you receive shall become a part of the RFB/Contract documents; copies will be mailed to all Contractors submitting bids no later than **April 8th at 3:00 P.M**. Such Addenda will be acknowledged and dated by you on the Signature Page of your Bid Submittal. All Addenda will also be posted to the Applicant’s website at <https://www.scottcountyiowa.com/planning>]

**Certification of Independent Price Determination**

The Bidder must certify that the prices in this submittal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices; the intention to submit a Bid; or the methods or factors used to calculate the prices offered.

The prices in this Bid have not been and will not be knowingly be disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening, unless otherwise required by law; and no attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

**SPECIAL TERMS AND CONDITIONS**

**A. Scope of Work**

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

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

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

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

*As part of the Project, the Contractor shall be responsible for the abatement and disposal of all material containing asbestos existing on the property.* Asbestos has been identified on the property and a final survey report is attached. It is possible, additional asbestos could be found during demolition which is not identified in the survey report. In the case additional asbestos is found, the Project Officer shall me notified.

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

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

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

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

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

**B. Utility Disconnects**

1. **Water Well Closure.**

As part of the Project, the Contractor shall be responsible for the well closure pursuant to Scott County Code – Chapter 24; and Iowa Department of Natural Resources Code – Chapter 39. Well closure will need to be performed by a licensed individual. Methods of Work on the well closure shall be subject to prior approval and inspection of the Scott County Health Department.

1. **Septic System Abandonment.**

As part of the Project, the Contractor shall be responsible for the septic system abandonment ***prior to demolition*** of the structure pursuant to Scott County Code – Chapter 23; and Iowa Department of Natural Resources Code – Chapter 69. The location of the septic tank and field, if known, will be provided by the County to the best of its knowledge. Septic system abandonment will need to be performed by a licensed individual. Methods of Work on the septic system abandonment shall be subject to prior approval and inspection of the Scott County Health Department.

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

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

**D.** **Asbestos Abatement**

As part of the Project, the Contractor shall be responsible for the abatement and disposal of all material containing asbestos existing on the property ***prior to demolition***, pursuant to National Emission Standards for Hazardous Air Pollutants (NESHAP) Regulations for Demolition, Renovation and Waste Disposal, 40 CFR § 61.145. Asbestos Survey Report can be found in attachments.

**E. Demolition of HMGP Acquisition Structures**

As part of the Project, the Contractor shall be responsible for pulling a demolition permit with the Scott County Planning & Development Department. All demolition debris, including the building superstructure, cement slabs of basement-less structures, other cement slabs, sidewalks, driveways, planters, retaining walls, patios, decks, fences and the like must be removed from the site. Basements are to be collapsed inward to at least two feet under grade with the rubble left in the basement. A hole of at least two feet in diameter is to be punched into the floor prior to backfilling.

**F. Securing the Site**

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

**G. Backfill - Finishing**

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

**H. Erosion Control/Seeding**

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

SEEDING MIXTURE: Seeding Rate: 4 lbs. per 1000 sq. ft.

Fescue, Creeping – Red 50%

Ryegrass, Perennial (Fineleaf-Derby Manhattan or equivalent.) – 50%

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

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

**I. Cleanup**

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

**J. Debris Ownership and Hauling Responsibilities**

Once the Contractor begins any activity on a site, all demolition debris and items of personal property on the site is the property of the Contractor with full rights of salvage (with the exception of the above mentioned hazardous materials described in C above, which must be disposed of as indicated), and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris. *Salvage rights do not include whole house moving.*

All demolition debris, including concrete, is to be transported to the Scott Area Landfill (designated mandatory disposal site) for disposal in accordance with it’s rules and regulations.

**K. Debris Disposal**

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

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

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

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

**L. Equipment**

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

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

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

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

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

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

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

**M. Property Damage-Retainage**

Applicant will retain 5% of the amount due to the CONTRACTOR as per Iowa Code Section 573.12(1). Said retainage will be for the purposes of both ensuring the completion of work to the Applicant’s satisfaction and as an offset to damages to public or private property. Unresolved damaged claims exceeding 5% will be pursued against the CONTRACTOR’S Performance Bond. The Contractor shall be responsible for all damages to public and private property. The Contractor shall be responsible for having at least one person of authority and responsibility at the job site. Contractor shall keep a report of all damage. If public or private property is damaged by the Contractor and is not repaired in a timely manner as determined by the Applicant, the Applicant has the option of having the damage repaired at the Contractor’s expense to be reimbursed to the Applicant, withheld from retainage or submitted to Contractor’s Surety for payment under Contractor’s Performance Bond.

**N. Archeology**

In the event that archeological deposits (soils, features and artifacts, including cisterns, privies and the like), or other remnants of human activity are uncovered, or if archeological deposits are found during demolition, the project will be halted immediately in the vicinity of the discovery, and the contractor will take reasonable measures to avoid or minimize harm to finds. The contractor will inform the Applicant’s on-site debris monitor, who will in turn notify the Project Manager or an Applicant official. The Applicant will then immediately inform both FEMA EHP and Iowa Homeland Security & Emergency Management staff of the discovery. FEMA will then consult with the State Historical Society of Iowa (SHSI). Work in the sensitive area must remain halted until a qualified archeologist determines the extent of the discovery, the consultations between FEMA and SHSI are completed, and the Applicant has been notified by FEMA that work may resume.

**O. Hold Harmless**

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

**P. Pricing**

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

**Q. Estimated Quantities**

The Applicant does not guarantee any quantity of work under this contract. Actual quantities, whether lesser or greater than estimated by the Contractor on the bid tabulation sheet for each address, will not affect the pricing process as indicated, nor the total project price bid by Contractor and accepted by Applicant. The Contractor is to indicate on each bid tabulation sheet his estimated quantities of debris and fill material. Payment will be made based on these quantities regardless of the actual amounts involved.

**R. Emergency Planning – Health and Safety Plan**

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

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

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

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

**S. Non –adherence to bid specifications**

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

**T. Monitoring**

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

**U. Bid Review and Award of Bid**

1. Bid submittals will be first reviewed individually for qualification purposes. The factors outlined below will be the preliminary requirements for award consideration. Once contractor qualification and suitability has been determined, all Contractor submittals will be compared and price will be the sole determining factor in the award of this work. A Contractor’s submission of a bid constitutes their acceptance of the foregoing award methodology and their recognition and acceptance that the Applicant will use this process.
2. Award of the bid shall be made to the lowest responsive and responsible Bidder meeting the required qualifications set forth herein. The following is a list of those qualifications that will be used in our determination of a Bidder’s eligibility:

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

The Applicant shall determine which qualified bidder has submitted the lowest responsive and responsible bid and make its recommendation to the County Board.

* The County Board shall then consider a resolution awarding the contract work and authorizing the Board Chair to sign a contract on behalf of the Applicant. No contract shall be deemed to be created and exist, unless and until the Applicant adopts a resolution awarding the contract and authorizing the Board Chair to execute the contract.
* The Board Chair then signs the contract.
* The Applicant issues a “Notice to Proceed” to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.

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

1. **Contract term**

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

1. **Subcontractors** The use of subcontractors for this project is not allowed.

**X. Conflict of terms**

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

**Y. Government-Mandated Provisions**

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the Applicant’s contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 2 CFR part 200 appendix II and 200.325.

A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of **45 days** after notice of default has been given by Applicant to Contractor, then Applicant may take any one or more of the following steps, at its option:

a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Applicant hereunder, or obtain damages caused to the Applicant by any such default;

b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;

c. make no further disbursements, and demand immediate repayment from Proposer of any funds previously disbursed under this Agreement;

d. terminate this Agreement by delivering to Contractor a written notice of termination; and/or

e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

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

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

C. Termination for Convenience. Applicant may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, phone, fax or email.

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

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

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

K. See §200.322 Procurement of recovered materials.

M. Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows [CFR 200.325]:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. Prior to, or at contract execution, contractor must provide a performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. Prior to, or at contract execution, contractor must provide a payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**Attachments:**

Instruction to Bidders and General terms and Conditions

Bid Tabulation Form

Signature Page

Building Demolition and Insurance Requirements

Asbestos Survey Report