CITY OF ROCK RAPIDS, IOWA

REQUEST FOR PROPOSALS (RFP)

Residential Structure Demolition Services

Community Development Block Grant Disaster Recovery Program (CDBG-DR)

Issue Date: November 18, 2026

Proposal Due Date: December 3, 2026, at 1:00 p.m.

Issued By

City of Rock Rapids

411 First Avenue
P.O. Box 403
Rock Rapids, Iowa 51246

Micah Freese
City Operating Officer

Phone: (712) 472-2553

Email: city@rockrapids.net

The City of Rock Rapids is requesting sealed proposals from qualified demolition contractors to provide residential structure demolition and site restoration services for properties acquired through the Community Development Block Grant Disaster Recovery (CDG-DR) Program.

This procurement is being conducted in accordance with all applicable federal, state, and local procurement requirements.

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1. Invitation to Submit Proposals

The City of Rock Rapids, Iowa ("City") invites qualified contractors to submit proposals for the demolition and removal of residential structures acquired through the Housing & Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDG-DR) Program.

The work generally consists of the demolition of residential structures and accessory buildings, removal of designated improvements, foundation modification, utility disconnections, basement drainage preparation, backfilling, grading, debris processing, transportation, disposal, and complete restoration of each site in accordance with the requirements contained in this Request for Proposals (RFP).

The City anticipates demolishing up to three (3) residential properties during the term of the Contract. Properties will become available in phases as voluntary acquisitions are completed and all federal and state requirements have been satisfied.

This solicitation is being conducted as a Request for Proposals (RFP). The City reserves the right to negotiate with the selected Respondent regarding the final scope of work, schedule, pricing, and other contract terms determined to be in the best interest of the City.

The City reserves the right to reject any or all proposals, waive informalities or irregularities, request clarification of proposals, and accept the proposal determined to be in the best interest of the City.

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2. Project Background

On June 21, 2024, the City of Rock Rapids experienced catastrophic flooding that resulted in extensive damage to many residential properties throughout the community. As part of the City's long-term flood recovery and hazard mitigation efforts, the City has secured funding through the Federal Emergency Management Agency's Hazard Mitigation Grant Program (HMGP) to voluntarily acquire and demolish flood-damaged residential structures located within the designated project area.

The purpose of this project is to permanently remove structures from areas vulnerable to future flooding, reduce repetitive flood losses, protect public safety, and return acquired properties to permanent open space in accordance with CDBG-DR requirements.

The City anticipates acquiring up to three (3) residential properties during the course of this project. Property acquisitions will occur over an extended period as title work, environmental reviews, asbestos inspections, utility coordination, and other federal requirements are completed.

Prior to demolition, each property will undergo inspection for asbestos-containing materials by an asbestos inspection consultant retained by the City. Any required asbestos abatement will be completed by a licensed asbestos abatement contractor under a separate contract.

Following completion of all pre-demolition requirements, including acquisition, environmental review, asbestos abatement, and utility coordination, the City will issue a written Notice to Proceed identifying the individual properties authorized for demolition.

The successful Contractor shall coordinate all work with the City and shall not begin demolition activities on any property until written authorization has been received.

3. Scope of Services

3.1 General

The Contractor shall furnish all labor, supervision, equipment, tools, transportation, materials, permits, disposal services, and incidentals necessary to complete the demolition, removal, disposal, and site restoration of residential structures acquired by the City of Rock Rapids under CDBG-DR Program.

All work shall be performed in accordance with the Contract Documents, applicable federal, state, and local laws and regulations, OSHA requirements, Iowa Department of Natural Resources (DNR) regulations, and all applicable CDBG-DR grant requirements.

The Contractor shall be solely responsible for coordinating personnel, equipment, subcontractors, and operations necessary to complete the work within the time limits established in this Request for Proposals.

No demolition activities shall commence on any property until the Contractor has received a written Notice to Proceed from the City.

3.2 Work Included

The work covered by this Contract shall include, but is not be limited to, the following:

- Demolition and removal of residential structures and all designated accessory structures.
- Removal of porches, decks, steps, patios, driveways, retaining walls, fencing, and other site improvements identified by the City.
- Removal of trees, shrubs, and vegetation only when necessary to facilitate demolition or specifically directed by the City.
- Utility disconnections within the property limits.
- Foundation modification and basement drainage preparation.
- Importation of clean fill material from an off-site source.
- Backfilling, grading, and final site restoration.
- Processing, hauling, recycling, and disposal of demolition debris.
- Protection of adjacent public and private property.
- Traffic control and dust suppression.
- Final cleanup of each project site.

3.3 Structure Demolition

The Contractor shall completely demolish and remove all buildings and structures designated by the City.

Unless otherwise directed, demolition shall include:

- Principal residence
- Garages
- Storage buildings
- Sheds

- Decks
- Porches
- Attached additions
- Concrete steps
- Chimneys
- Foundations as specified herein

The Contractor shall perform demolition operations in a manner that minimizes dust, noise, and disturbance to neighboring properties.

3.4 Foundation Removal

Unless otherwise directed by the City or IEDA, the Contractor shall remove the upper one foot of all foundation walls measured below finished grade.

All loose concrete, reinforcing steel, masonry, and debris shall be removed or broken into manageable pieces prior to backfilling.

3.5 Basement Floor Perforation

The existing basement floor shall be perforated to provide positive drainage and prevent future accumulation of groundwater.

At a minimum, the Contractor shall either:

- Break or punch one (1) opening approximately two (2) to three (3) feet in diameter for every 200 to 300 square feet of basement floor area; or
- Fracture the entire slab into multiple sections using an excavator, hydraulic hammer, or other approved mechanical method sufficient to allow unrestricted drainage.

The City reserves the right to require additional perforations if existing site conditions warrant.

3.6 Backfill

Upon completion of demolition activities, the excavation shall be backfilled using clean fill material imported from an off-site source. The fill must come from the contractor's stockpile.

Reuse of foundation debris, demolition debris, or excavated material as backfill shall not be permitted unless specifically approved in writing by the City.

Backfill shall be placed in lifts and compacted as necessary to minimize future settlement.

The Contractor shall be responsible for furnishing all fill material required to restore the site.

3.7 Final Grading

Following backfilling operations, each property shall be graded to blend with surrounding elevations and provide positive drainage away from adjacent properties.

Finished grades shall eliminate depressions capable of collecting water.

Any damage caused to adjacent lawns, sidewalks, streets, drainageways, or other improvements shall be repaired by the Contractor at no additional cost to the City.

3.8 Utility Disconnections

Prior to demolition, the Contractor shall coordinate all required utility disconnections.

The Contractor shall expose, disconnect, sever, and securely plug or cap the existing water service line at the municipal curb stop in accordance with accepted industry standards and applicable City requirements.

The Contractor shall notify the City at least twenty-four (24) hours before performing the disconnect so City personnel may inspect and verify that the service has been properly plugged or capped prior to backfilling.

No backfilling shall occur until inspection has been completed or authorization has been provided by the City.

Sanitary sewer services shall be capped within the property limits unless otherwise directed by the City. No excavation within public streets shall be permitted without prior written authorization.

3.9 Debris Processing and Disposal

The Contractor shall remove all demolition debris from each property.

All demolition debris shall be processed and shredded as necessary to satisfy landfill acceptance requirements prior to disposal.

Materials suitable for recycling shall be recycled whenever practical and economically feasible.

The Contractor shall dispose of all materials only at properly licensed disposal facilities.

The Contractor shall maintain disposal tickets, weight receipts, recycling documentation, and hauling records for each property and shall furnish copies to the City upon request.

3.10 Site Protection

The Contractor shall protect adjacent public and private property throughout the duration of the work. Limited site disturbance is required with primary disturbance being the footprint of the structures.

The Contractor shall be responsible for controlling dust, mud tracking, debris migration, stormwater runoff, and erosion resulting from demolition activities.

Public streets shall be cleaned daily or more frequently if required.

Any damage to streets, utilities, signs, landscaping, or other public improvements resulting from the Contractor's operations shall be repaired at the Contractor's expense.

3.11 Cleanup

Upon completion of work at each property, the Contractor shall remove all equipment, debris, temporary fencing, and waste materials from the site.

Each property shall be left in a clean, safe, stable condition acceptable to the City prior to final inspection.

Final acceptance shall not occur until the City has inspected the property and determined that all Contract requirements have been satisfactorily completed.

4. Technical Specifications

4.1 General Requirements

The Contractor shall perform all work in a safe, professional, and workmanlike manner. The Contractor shall furnish all labor, supervision, materials, equipment, transportation, permits, tools, temporary facilities, and incidentals necessary to complete the work in accordance with these specifications.

The Contractor shall be solely responsible for means and methods of construction and for maintaining a safe work site throughout the duration of the project.

4.2 Pre-Demolition Coordination

Prior to beginning work on any property, the Contractor shall:

- Receive a written Notice to Proceed from the City.
- Attend a pre-demolition meeting if requested by the City.
- Verify property limits.
- Verify all utilities have been disconnected or identified for disconnection.
- Coordinate demolition scheduling with the City.
- Verify asbestos abatement has been completed and clearance has been received from the City.

No demolition activities shall begin until all required approvals have been received.

4.3 Hours of Work

Normal demolition operations shall be performed between:

Monday through Friday

7:00 a.m. to 7:00 p.m.

Saturday and Sunday work may be permitted with prior approval from the City.

4.4 Safety Requirements

The Contractor shall comply with all applicable OSHA regulations.

The Contractor shall provide:

- Competent supervision.
- Proper personal protective equipment.
- Traffic protection.
- Excavation safety.
- Public protection.
- Daily site inspections.

The Contractor shall immediately correct any unsafe condition identified by the City.

4.5 Traffic Control

The Contractor shall maintain safe access on all public streets.

Whenever demolition activities interfere with traffic, the Contractor shall furnish and maintain traffic control devices conforming to the **Manual on Uniform Traffic Control Devices (MUTCD).**

Street closures shall require prior written approval from the City.

Emergency vehicle access shall be maintained at all times.

4.6 Dust Control

The Contractor shall continuously control dust generated by demolition operations.

Dust suppression shall include:

- Water application.
- Wetting demolition debris.

Dust shall not be permitted to migrate onto neighboring properties.

4.7 Noise Control

Equipment shall be equipped with properly functioning mufflers.

The Contractor shall minimize unnecessary idling of equipment and unnecessary noise.

Music, radios, or loudspeakers shall not be audible beyond the project limits.

4.8 Tree Protection

Trees requiring removal shall be removed only when identified by the City or when necessary to safely complete demolition.

4.9 Utility Protection

The Contractor shall protect all utilities remaining in service.

Damage to public or private utilities caused by demolition operations shall be repaired immediately at the Contractor’s expense.

The Contractor shall immediately notify the City of any damaged utility.

4.10 Imported Fill Material

All fill materials shall be imported from an off-site source.

Fill shall consist of clean soil free of:

- Concrete
- Asphalt
- Wood
- Organic material
- Construction debris
- Household refuse
- Frozen material
- Hazardous materials

The City may require documentation regarding the source of imported fill.

4.11 Placement of Fill

Fill shall be placed in lifts not exceeding twelve (12) inches in loose thickness.

Each lift shall be compacted sufficiently to minimize future settlement.

Additional compaction may be required if excessive settlement occurs.

4.12 Final Topsoil

Following grading operations, the Contractor shall place a minimum of four (4) inches of topsoil over disturbed areas where necessary to establish vegetation.

Topsoil shall be free of rocks, debris, and foreign material.

4.13 Seeding

All disturbed areas shall be seeded within seven (7) calendar days following final grading unless weather conditions prevent seeding.

Seed mixture shall be approved by the City.

Seeded areas shall be mulched or otherwise stabilized to prevent erosion.

4.14 Erosion Control

The Contractor shall prevent sediment from leaving the project site.

Temporary erosion control measures shall be installed whenever necessary.

Sediment deposited onto public streets shall be removed immediately.

4.15 Debris Handling

Demolition debris shall be loaded, transported, and disposed of in a manner that prevents debris from escaping transport vehicles.

Loads shall comply with all applicable state transportation regulations.

The Contractor shall immediately remove debris deposited onto public roadways.

4.16 Disposal Documentation

The Contractor shall maintain complete documentation for every property demolished.

Documentation shall include:

- Disposal tickets.
- Weight tickets.
- Recycling receipts.
- Landfill receipts.
- Hauling logs.

Each document shall clearly identify the originating property address.

Copies shall be submitted with each pay request.

4.17 Photographic Documentation

The Contractor shall photograph each property:

- Prior to demolition.
- During demolition.
- After demolition.

- Following final grading and restoration.

Photographs shall clearly identify the property address and date.

Digital photographs shall be submitted to the City with each payment request.

4.18 Daily Cleanup

At the conclusion of each workday, the Contractor shall:

- Remove loose debris from streets.
- Remove mud from pavement.
- Secure excavations.
- Secure equipment.
- Remove hazards to the public.

The work area shall remain orderly throughout the project.

4.19 Final Inspection

When demolition is complete, the Contractor shall notify the City.

The City will inspect the property to verify compliance with the Contract Documents.

Deficiencies identified during inspection shall be corrected by the Contractor at no additional cost.

Final acceptance shall occur only after all deficiencies have been corrected.

4.20 Warranty of Work

The Contractor warrants that all work shall be free from defects in workmanship.

Should settlement, unsafe conditions, or deficiencies resulting from the Contractor's work become evident following final acceptance, the Contractor shall immediately correct such deficiencies at no additional cost to the City.

4.21 Measurement and Payment

Payment shall be made on a **per-property lump sum basis** following:

- Completion of demolition;

- Utility disconnections;
- Foundation modification;
- Basement drainage preparation;
- Backfilling;
- Final grading;
- Site restoration;
- Submission of all required documentation;
- Acceptance by the City.

No partial payment shall be made for an individual property unless authorized by the City in writing.

Work not specifically identified in the Contractor's proposal shall be considered incidental to the Contract and no additional compensation shall be allowed unless approved through a written Change Order executed by the City.

5. Contract Administration and Documentation Requirements

5.1 General

The City shall administer this Contract in accordance with the Contract Documents, applicable federal and state requirements, and all conditions associated with the Community Development Block Grant Disaster Recovery (CDG-DR) Program.

The Contractor shall fully cooperate with the City, Iowa Economic Development Authority and Northwest Iowa Planning & Development Commission, and other authorized agencies throughout the duration of the project.

5.2 Notice to Proceed

The City will issue a written Notice to Proceed (NTP) identifying the property or group of properties authorized for demolition.

Because properties are being acquired under a voluntary acquisition program, Notices to Proceed will be issued as individual properties become available.

The Contractor shall not mobilize equipment or perform any demolition activities on a property until the City has issued written authorization.

5.3 Pre-Construction Conference

Prior to beginning demolition activities, the Contractor shall attend a pre-construction conference with the City.

Discussion topics may include:

- Project schedule
- Property sequencing
- Safety requirements
- Utility coordination
- Documentation requirements
- CDBG-DR requirements
- Payment procedures
- Public communications
- Emergency contacts

5.4 Project Scheduling

The Contractor shall maintain a current demolition schedule identifying:

- Properties assigned
- Estimated start date
- Estimated completion date
- Equipment assignments
- Crew assignments

Updated schedules shall be provided to the City upon request.

5.5 Progress Meetings

The City may conduct periodic progress meetings throughout the project.

The Contractor shall have a representative with decision-making authority attend all meetings requested by the City.

5.6 Property Documentation

A separate project file shall be maintained for each property demolished.

Documentation shall include:

- Property address
- Notice to Proceed
- Dates of demolition
- Utility disconnect verification
- Disposal documentation
- Weight tickets
- Recycling documentation
- Photographs
- Final inspection report
- Any corrective actions

The Contractor shall provide copies of all requested documentation to the City.

5.7 Daily Reports

The Contractor shall maintain daily reports documenting work performed.

Reports shall include:

- Date
- Property address
- Personnel on site
- Equipment utilized
- Work completed
- Weather conditions
- Delays
- Significant events
- Visitors or inspections
- Safety incidents

Copies shall be provided to the City upon request.

5.8 Change Orders

The Contractor shall not perform work outside the scope of the Contract without prior written authorization from the City.

Changes in the work shall be authorized only through a written Change Order executed by both parties.

Verbal authorization shall not constitute approval for additional compensation.

5.9 Requests for Payment

The Contractor may submit periodic Applications for Payment.

Each Application shall include:

- Property addresses completed
- Contract amount
- Payment requested
- Disposal documentation
- Weight tickets
- Photographs
- Utility inspection documentation
- Final inspection approvals

Incomplete payment requests may be returned without processing.

5.10 Final Inspection

Upon completion of each property, the Contractor shall notify the City that the property is ready for inspection.

City representatives shall inspect the work for compliance with the Contract Documents.

Items found to be incomplete or deficient shall be corrected before payment is authorized.

5.11 Final Acceptance

Final acceptance of each property shall occur only after:

- Demolition is complete.
- Foundation work is complete.
- Utilities have been properly disconnected.
- Basement has been properly prepared.
- Site has been backfilled.
- Final grading has been completed.
- Seeding has been completed when applicable.
- Documentation has been received.
- The City has approved the completed work.

5.12 Record Retention

The Contractor shall retain all project records, including payroll records (if applicable), disposal documentation, photographs, invoices, receipts, and correspondence for a minimum of three (3) years following final closeout of the CDBG-DR grant, or longer if required by federal or state regulations.

Records shall be made available upon request to the City, Iowa Economic Development Authority, Northwest Iowa Planning & Development Commission, the Comptroller General of the United States, or any other authorized governmental agency.

5.13 Audit Requirements

The Contractor acknowledges that this project is funded through federal financial assistance and is subject to audit.

The Contractor shall cooperate fully with all monitoring visits, inspections, grant reviews, audits, and investigations conducted by the City, IEDA, or other authorized governmental agencies.

Failure to provide requested documentation may result in delayed payment, withholding of funds, or other remedies available under the Contract.

5.14 Defective Work

If the City determines that work does not conform to the Contract Documents, the Contractor shall promptly correct the deficiencies at no additional cost to the City.

Failure to correct deficiencies within the time specified by the City may result in the City performing the work and deducting the cost from monies otherwise due the Contractor.

5.15 Liquidated Damages

Time is of the essence.

If the Contractor fails to commence work within fourteen (14) calendar days after issuance of the Notice to Proceed, or fails to complete work on an individual property within forty-five (45) calendar days after authorization to begin work, the City may assess liquidated damages as established in the Contract Documents.

Assessment of liquidated damages shall not limit any other remedies available to the City.

5.16 Closeout Documentation

Prior to final payment, the Contractor shall submit:

- Final lien waivers (if requested)
- Final disposal documentation
- Final weight tickets
- Recycling documentation
- Utility inspection approvals
- Final photographs
- Warranty statement
- Affidavit that all subcontractors and suppliers have been paid
- Any additional documentation required by IEDA, CDBG-DR program, or the City

Final payment shall not be made until all required documentation has been reviewed and accepted by the City.

6. Project Timeline

6.1 Project Overview

The City of Rock Rapids has received CDBG-DR obligation of funding under the Hazard Mitigation Grant Program (HMGP) to acquire and demolish up to three (3) flood-damaged residential properties.

Property acquisitions are currently underway. The City is completing abstracts, title opinions, environmental reviews, asbestos inspections, asbestos abatement, utility coordination, and other pre-acquisition requirements necessary to complete property closings.

It is anticipated that, at the time the Contract is awarded and executed, three (3) properties will be available for demolition.

6.2 Availability of Properties

The Contractor acknowledges that the City cannot guarantee the number of properties available for demolition at any given time.

Property availability is dependent upon numerous factors beyond the City's control, including but not limited to:

- Completion of voluntary property acquisitions;
- Title examination and title clearance;
- Resolution and release of liens held by the U.S. Small Business Administration (SBA) or other lienholders;
- Completion of asbestos inspections;
- Completion of asbestos abatement activities;
- Completion of CDBG Environmental and Historic Preservation (EHP) requirements;
- Utility disconnect coordination; and
- Other applicable federal, state, or local requirements.

The City shall not be liable for delays resulting from these or other circumstances outside of its control.

6.3 Notice to Proceed

The City will issue one or more written Notices to Proceed (NTP) throughout the duration of the Contract.

Each Notice to Proceed may include:

- A single property;
- Multiple properties; or
- Groups of properties located within the same neighborhood.

The Contractor shall not begin work on any property until a written Notice to Proceed has been issued by the City.

6.4 Commencement of Work

The Contractor shall commence work within fourteen (14) calendar days following receipt of a Notice to Proceed unless otherwise approved in writing by the City.

Failure to mobilize within the required timeframe may constitute grounds for default under the Contract.

6.5 Completion of Individual Properties

All work associated with each individual property shall be completed within forty-five (45) calendar days following authorization to begin work on that property.

Work includes, but is not limited to:

- Utility disconnections;
- Structure demolition;
- Foundation modification;
- Basement floor perforation;
- Backfilling;
- Final grading;
- Topsoil placement;
- Seeding;
- Cleanup;
- Submission of all required documentation.

A property shall not be considered complete until the City has performed a final inspection and accepted the work.

6.6 Sequence of Work

The City reserves the exclusive right to determine the order in which properties will be released for demolition.

The Contractor shall coordinate demolition activities with the City and shall perform work in the sequence established by the City whenever practical.

The City may modify the sequence of properties to accommodate:

- Property acquisitions;
- Utility coordination;
- Environmental requirements;
- Neighborhood considerations;
- Contractor efficiency; or
- Other project needs.

6.7 Contractor Staffing

The Contractor shall maintain sufficient personnel, equipment, and subcontractors to perform work on multiple properties simultaneously.

If additional properties become available, the Contractor shall increase staffing and equipment as necessary to maintain satisfactory progress.

The Contractor shall notify the City immediately if circumstances arise that may delay the project schedule.

6.8 Delays

The City recognizes that certain delays may occur during the performance of the Contract.

Excusable delays may include:

- Severe weather;
- Utility emergencies;
- Regulatory actions;
- Unforeseen hazardous conditions;
- Delays in property acquisition;
- Delays resulting from SBA lien releases;
- Other circumstances determined by the City to be beyond the Contractor’s reasonable control.

Requests for additional time shall be submitted in writing to the City within five (5) calendar days after the occurrence of the delaying event.

6.9 Progress Expectations

The Contractor shall continuously prosecute the work to ensure timely completion of the project.

Repeated failure to maintain satisfactory progress may constitute grounds for:

- Withholding of payment;
- Suspension of work;
- Assessment of liquidated damages;
- Termination for default; or
- Any other remedy available under the Contract Documents.

6.10 Completion of Contract

The Contract shall remain in effect until:

- All properties assigned by the City have been completed;
- Final inspections have been accepted;
- All documentation has been submitted;
- Final payment has been made; and
- The City has issued written Final Acceptance of the Contract.

7. Contractor Qualifications

Respondents shall demonstrate that they possess the experience, personnel, equipment, and financial capacity necessary to successfully perform the work described in this Request for Proposals.

At a minimum, each proposal shall address the following qualifications:

- Experience performing residential structure demolition projects of similar size and complexity.
- Availability of qualified personnel, equipment, and subcontractors necessary to perform work on multiple properties simultaneously. (5 points)
- Ability to safely perform demolition activities in compliance with all applicable federal, state, and local laws, regulations, and OSHA requirements. (5 points)

- Ability to complete work within the project schedule established in this Request for Proposals and adjust staffing and equipment as additional properties become available. (5 points)
- Evidence of current licensing, bonding, and insurance sufficient to perform the work required under this Contract. (5 points)

Failure to provide adequate documentation demonstrating the Respondent's qualifications may result in the proposal being determined non-responsive.

8. Proposal Requirements

Each proposal shall be organized in the order outlined below and shall contain sufficient detail to permit the City to evaluate the Respondent's qualifications, experience, and proposed approach to completing the work. Proposals that are incomplete or fail to provide the required information may be determined to be non-responsive.

8.1 Firm Information

Provide the following information:

- Legal name of the firm.
- Business address.
- Primary contact person.
- Telephone number.
- Email address.
- Number of years the firm has been engaged in demolition services.

8.2 Company Experience

Provide a brief description of the firm's experience performing residential demolition projects similar in size and scope to this project.

Include a list of at least three (3) recently completed projects, including:

- Project name and location.
- Project owner.
- Brief description of the work performed.
- Number of structures demolished.
- Owner contact name and telephone number.

8.3 Project Personnel and Equipment

Identify the personnel who will be responsible for managing and supervising this project.

Provide a brief description of the equipment that will be available for use on this project, including demolition equipment, hauling equipment, and other major equipment necessary to complete the work.

8.4 Cost Proposal

The proposal shall include the completed Bid Form and Unit Price Schedule provided with this Request for Proposals.

The Cost Proposal shall include:

- A lump sum bid price for demolition and site restoration of each individual property.
- A total not-to-exceed price for all properties identified in the Bid Form.
- Any unit prices requested by the City.
- Any proposed salvage credit or other cost reductions.

The proposed pricing shall include all labor, equipment, materials, permits, transportation, disposal costs, overhead, profit, insurance, bonds, taxes, and all other costs necessary to complete the work described in the Contract Documents.

8.5 Salvage

If the Respondent anticipates obtaining value from recyclable or salvageable materials, the proposal shall clearly identify:

- The anticipated salvage materials.
- The estimated salvage value.
- Any credit being offered to the City as part of the proposed pricing.

No salvage activities shall occur without the prior written approval of the City.

8.6 Project Schedule

Provide a brief narrative describing the Respondent's ability to perform the work within the project schedule established in this Request for Proposals.

The narrative shall include:

- Estimated mobilization time.
- Number of demolition crews available.
- Ability to perform work on multiple properties simultaneously.
- Ability to accommodate phased Notices to Proceed issued by the City.

8.7 Debris Disposal

Describe the Respondent's proposed method for handling demolition debris.

Include:

- Transportation methods.
- Disposal facilities anticipated to be utilized.
- Recycling practices.
- Procedures for maintaining disposal documentation and weight tickets.

8.8 Required Forms

The following documents shall be submitted with the proposal:

- Completed Proposal Form.
- Completed Bid Form.
- Completed Unit Price Schedule.
- Certificate of Insurance or evidence of insurability.
- Bid Bond, if required.
- Any certifications required by the Contract Documents.

8.9 Proposal Organization

To facilitate the City's review, proposals should be submitted in the following order:

16. Cover Letter
17. Firm Information
18. Company Experience
19. Project Personnel and Equipment
20. Cost Proposal
21. Project Schedule
22. Debris Disposal Narrative
23. Required Forms

8.10 Proposal Completeness

The Respondent is responsible for examining the Request for Proposals and all related documents before submitting a proposal.

Submission of a proposal shall constitute acknowledgment that the Respondent has reviewed the Contract Documents, has become familiar with the nature and extent of the work, and has included all costs necessary to complete the project.

The City reserves the right to request additional information or clarification from any Respondent during the evaluation process. Such requests shall not constitute an opportunity to modify the proposed pricing or otherwise alter the proposal unless specifically requested by the City.

SECTION 9

PROPOSAL REQUIREMENTS AND SUBMISSION FORMS

9.1 Proposal Submission Requirements

Each Contractor submitting a proposal shall provide a complete response addressing all requirements contained within this Request for Proposals (RFP). Failure to provide all requested information may result in the proposal being considered incomplete and subject to rejection by the City.

The Contractor's proposal shall include, at a minimum, the following information:

24. **Cover Letter**

    A signed cover letter identifying the Contractor, primary contact person, address, telephone number, and email address. The cover letter shall acknowledge receipt and review of all RFP documents, addenda, and requirements.

25. **Contractor Qualifications and Experience**

    The Contractor shall provide information demonstrating qualifications and experience performing residential demolition projects of similar size and complexity. Information shall include:

    - Company history and years in business;
    - Experience with federally funded demolition projects, including FEMA, HUD, CDBG, or similar programs, if applicable;
    - Experience coordinating asbestos-related activities and environmental requirements;

- References for at least three comparable demolition projects completed within the past five years.

26. **Project Approach and Work Plan**

The Contractor shall provide a detailed description of their proposed approach for completing the work. The work plan shall include:

- Proposed demolition methods;
- Equipment and personnel anticipated to be utilized;
- Procedures for utility coordination and disconnection;
- Procedures for debris removal, recycling, and disposal;
- Site restoration methods;
- Safety procedures;
- Quality control procedures;
- Ability to meet the required project schedule.

27. **Project Schedule**

The Contractor shall provide a proposed schedule demonstrating their ability to begin work within fourteen (14) calendar days after receipt of a Notice to Proceed and complete each assigned property within the required timeframe.

The Contractor shall identify any anticipated scheduling limitations, including equipment availability, subcontractor availability, disposal limitations, or other factors that may impact completion.

28. **Cost Proposal**

The Contractor shall provide a detailed cost proposal utilizing the pricing format provided by the City.

The proposal shall clearly identify:

- Cost per residential structure demolition;
- Costs for foundation removal;
- Costs for utility disconnection coordination;
- Costs for debris removal and disposal;
- Costs for final grading and site stabilization;
- Any anticipated additional costs or allowances.

The Contractor shall provide pricing that includes all labor, equipment, materials, supervision, insurance, permits, fees, disposal costs, overhead, and profit necessary to complete the work in accordance with the requirements of this RFP.

29. **Required Certifications and Forms**

    The Contractor shall submit all required certifications, affidavits, and forms included within this RFP, including but not limited to:

    - Non-Collusion Affidavit;
    - Debarment and Suspension Certification;
    - Equal Employment Opportunity Certification;
    - Certification Regarding Lobbying;
    - Conflict of Interest Disclosure;
    - Bidder Certification Form;
    - Any additional federal or state-required certifications.

30. **Insurance Documentation**

    The Contractor shall provide evidence of required insurance coverage, including certificates of insurance demonstrating compliance with the requirements contained within this RFP.

31. **Subcontractor Information**

    The Contractor shall identify all anticipated subcontractors, including:

    - Company name;
    - Contact information;
    - Scope of work to be performed;
    - Relevant qualifications.

    The City reserves the right to approve or reject proposed subcontractors prior to commencement of work.

9.2 Proposal Format

To facilitate review and evaluation, proposals should be organized in the following order:

1. Cover Letter;
2. Contractor Qualifications and Experience;
3. Project Approach and Work Plan;
4. Proposed Schedule;
5. Cost Proposal;
6. Required Certifications and Forms;
7. Insurance Documentation;
8. Subcontractor Information;
9. Additional Information.

The City reserves the right to request clarification or additional information from any Contractor submitting a proposal.

9.3 Proposal Acceptance and Evaluation

The City will evaluate proposals based upon the criteria established within this RFP. The City reserves the right to accept the proposal determined to be in the best interest of the City, reject any or all proposals, waive minor irregularities, negotiate with one or more Contractors, or cancel this solicitation at any time.

The City's evaluation may consider, but is not limited to, the following factors:

Evaluation Criteria	Weight
Contractor Qualifications and Relevant Experience	25%
Project Approach and Ability to Meet Schedule	25%
Cost Proposal	35%
Compliance with RFP Requirements	10%
References and Past Performance	5%

The City may select a Contractor based on the overall value offered and is not required to select the lowest-priced proposal.

9.4 Proposal Withdrawal

A Contractor may withdraw a submitted proposal by providing written notice to the City prior to the proposal submission deadline. After the submission deadline, proposals shall remain valid and binding for a period of ninety (90) days unless otherwise extended by mutual agreement between the City and Contractor.

9.5 Proposal Submission Location

Proposals shall be submitted to:

City of Rock Rapids
City Office
411 First Avenue
PO Box 403
Rock Rapids, Iowa 51246

Proposals shall be submitted no later than the date and time identified in the official Notice to Bidders.

Late proposals will not be accepted.

9.6 Reservation of Rights

The City reserves the right to reject any or all proposals, to request additional information, to negotiate modifications to submitted proposals, and to award a contract based upon the proposal that best serves the interests of the City of Rock Rapids.

The City further reserves the right to modify the anticipated quantity of properties included within the project based upon property acquisition status, funding availability, environmental review completion, CDBG-DR and IEDA requirements, or other project co

SECTION 10

FEDERAL CONTRACT PROVISIONS AND REQUIRED CERTIFICATIONS

10.1 General Federal Compliance Requirements

This project is funded, in whole or in part, through federal disaster recovery funding administered by the Housing & Urban Development Community Development Block Grant Disaster Recovery Program and the Iowa Economic Development Authority.

The Contractor shall comply with all applicable federal, state, and local laws, regulations, executive orders, and contract provisions applicable to federally assisted projects. The Contractor shall be responsible for ensuring that all subcontractors, suppliers, and lower-tier contractors comply with applicable federal requirements.

The Contractor shall include all applicable federal contract provisions in every subcontract and purchase order issued in connection with this project.

Failure to comply with federal requirements may result in withholding of payments, suspension of work, termination of contract, debarment proceedings, or other remedies available to the City and funding agencies.

"Respondents and any resulting contractor shall make good faith efforts to encourage the participation of minority-owned and women-owned business enterprises (M/WBEs) in all aspects of the project, including contracting and subcontracting opportunities."

10.2 Equal Employment Opportunity Requirements

During the performance of this contract, the Contractor agrees as follows:

10. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

12. Such action shall include, but not be limited to:

    - Employment;
    - Promotion;
    - Demotion;
    - Transfer;
    - Recruitment or recruitment advertising;
    - Layoff or termination;
    - Rates of pay or other forms of compensation;
    - Selection for training.

The Contractor shall comply with all applicable requirements of Executive Order 11246, as amended, and applicable regulations.

10.3 Copeland Anti-Kickback Act

The Contractor shall comply with the requirements of the Copeland Anti-Kickback Act, which prohibits any person employed on a federally funded project from being induced by force, intimidation, threat, or coercion to give up any part of the compensation to which they are entitled.

The Contractor shall maintain payroll records and certifications demonstrating compliance with applicable requirements.

10.4 Contract Work Hours and Safety Standards Act

For contracts exceeding applicable federal thresholds, the Contractor shall comply with the Contract Work Hours and Safety Standards Act.

The Contractor agrees that:

1. No laborer or mechanic shall be required or permitted to work more than forty (40) hours in any workweek unless compensated at not less than one and one-half (1.5) times the basic rate of pay for overtime hours.
2. The Contractor shall maintain records demonstrating compliance.
3. The Contractor shall ensure subcontractors comply with these requirements.

10.5 Clean Air Act and Federal Water Pollution Control Act

The Contractor shall comply with all applicable standards, orders, or requirements issued under:

- The Clean Air Act, 42 U.S.C. §§ 7401-7671q;
- The Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387.

The Contractor shall not use facilities or perform work in violation of applicable environmental requirements.

10.6 Debarment and Suspension Certification

The Contractor certifies that neither the Contractor nor any subcontractor:

1. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally assisted transactions;
2. Has within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud, criminal offense, violation of federal or state antitrust laws, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Is presently indicted or otherwise criminally or civilly charged by a governmental entity with any of the offenses identified above.

The Contractor shall immediately notify the City if any change occurs affecting this certification.

10.7 Byrd Anti-Lobbying Amendment Certification

The Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, member of Congress, or employee of Congress in connection with the award of this contract.
2. If any funds other than federal appropriated funds are used for lobbying activities related to this contract, the Contractor shall complete and submit the required disclosure forms.

10.8 Procurement of Recovered Materials

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act and applicable regulations regarding procurement of recovered materials.

The Contractor shall make reasonable efforts to use recycled or recovered materials when feasible and applicable.

10.9 Environmental Compliance

The Contractor shall comply with all applicable environmental requirements, including but not limited to:

- CDBG-DR environmental review requirements;
- State environmental regulations;
- Iowa Department of Natural Resources requirements;
- Asbestos regulations;
- Lead-based paint requirements, when applicable;
- Hazardous material handling and disposal requirements.

The Contractor shall immediately notify the City of any hazardous materials, regulated substances, or unexpected environmental conditions encountered during demolition activities.

10.10 Asbestos and Hazardous Materials Compliance

The Contractor shall comply with all applicable federal and state asbestos regulations, including requirements established by:

- The Environmental Protection Agency (EPA);
- The Occupational Safety and Health Administration (OSHA);
- The Iowa Department of Natural Resources (IDNR).

The City of Rock Rapids will be responsible for coordinating and completing asbestos inspections for each property included in this project prior to issuing a Notice to Proceed to the demolition contractor.

The City will be contracting with a qualified asbestos inspection firm to inspect each property for the presence of asbestos-containing materials. If asbestos-containing materials are identified, the City will separately contract with a qualified asbestos abatement contractor to properly remove and dispose of all identified asbestos-containing materials in accordance with applicable federal, state, and local regulations.

The demolition contractor shall not be required to perform asbestos inspections, asbestos testing, asbestos abatement, or asbestos removal activities.

10.11 Section 3 Requirements

If applicable, the Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended.

The Contractor shall make good faith efforts to provide employment and contracting opportunities to Section 3 workers and Section 3 business concerns.

The Contractor shall maintain documentation demonstrating compliance with Section 3 requirements.

The contractor shall complete the Section 3 – Intent to Comply form and submit with the bid.

SECTION 3 – CONTRACTOR INTENT TO COMPLY

For Project (insert project name): _____

In (Insert City Name): _____ IEDA Project Number: _____

Contractor Name: _____ hereinafter referred to as "CONTRACTOR."

Address: _____ City: _____ State: _____ Zip: _____

This form is the CONTRACTOR's official statement acknowledging their understanding that Section 3 requirements are mandatory for the proposed project which is funded in part with funds from the Department of Housing and Urban Development (HUD). The form also signifies the CONTRACTOR's intent to comply with the Section 3 requirements as outlined in the plans and specifications, including but not limited to, the intent to utilize Section 3 (low to moderate income) workers and subcontractors where possible and complying with all mandatory reporting related to Section 3 HUD guidelines.

In recognition of the intent to comply the CONTRACTOR indicates their compliance with the following certifications:

☐ YES		If awarded a contract for this HUD-funded project, CONTRACTOR is able to determine employee's hourly wages and addresses.
☐ YES	☐ NO	Is this business a registered Section 3 business with the U.S. Department of Housing and Urban Development? You can search for Section 3 Businesses here: https://hudapps.hud.gov/OpportunityPortal/
☐ YES		Willing to provide information on the hours worked by all employees, including Section 3 and Targeted Section 3 employees for this job?
☐ YES		If the need to hire new employees during this job occurs, agree to hire Section 3 qualified employees for those job opportunities presuming all other qualifications are equal with qualified non Section 3 applicants?
☐ YES		If the need to subcontract arises, willing to CONSIDER hiring and subcontracting with a Section 3 business registered with HUD. You can search for Section 3 Businesses here: https://hudapps.hud.gov/OpportunityPortal/

The CONTRACTOR estimates that the total hours worked on this project by employees of the CONTRACTOR will be _____.

The CONTRACTOR recognizes that this contracting opportunity is subject to HUD Section requirements (24 CFR Part 75). The CONTRACTOR has read and understands the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project (plans and specifications, request for qualification, request for proposals, etc.). If awarded a contract, the CONTRACTOR commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the CONTRACTOR agrees to provide reports to the project's Grant Administrator on a timely basis) regarding Section 3 efforts and accomplishments.

_____ _____

Signature Date

Print Name: asdasd Title: _____

10.12 Access to Records

The Contractor shall maintain all project records, including financial records, payroll documentation, disposal records, subcontractor records, and compliance documentation, for the period required by applicable federal, state, and grant requirements.

Authorized representatives of the City, IEDA, grant administrator, the State of Iowa, and other applicable oversight agencies shall have access to project records for audit, inspection, and review purposes.

10.13 Required Certifications

The Contractor shall execute and submit the following certifications with its proposal:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion;
- Certification Regarding Lobbying;
- Equal Employment Opportunity Certification;
- Non-Collusion Affidavit;
- Conflict of Interest Disclosure;
- Certification of Compliance with Federal Contract Requirements;
- Any additional certifications required by IEDA, HUD, IEDA or other funding agencies.
- All contractors are required to be registered as a contractor with the State of Iowa.

10.14 Federal Requirements Flow-Down

The Contractor shall incorporate all applicable federal contract provisions into all subcontracts, purchase orders, and agreements related to this project.

The Contractor shall remain responsible for the compliance of all subcontractors and suppliers.

10.15 Failure to Comply

Failure by the Contractor or any subcontractor to comply with federal, state, or local requirements may result in:

- Withholding of payment;
- Rejection of work;
- Suspension of project activities;
- Termination of contract;
- Recovery of improperly expended funds;
- Other remedies available under applicable law.

The City reserves all rights and remedies available under the contract and applicable regulations.

SECTION 11

GENERAL CONTRACT CONDITIONS

11.1 Contract Award

The City intends to award a contract to the responsible Contractor whose proposal is determined to provide the best overall value to the City based upon qualifications, experience, compliance with project requirements, proposed approach, schedule, and cost.

The City reserves the right to:

- Reject any or all proposals;
- Waive minor irregularities or informalities;
- Request clarification or additional information;
- Negotiate contract terms with the selected Contractor;
- Award a contract for all or a portion of the anticipated demolition work.

The final contract shall not become effective until approved and executed by authorized representatives of the City and Contractor.

11.2 Notice to Proceed

Following execution of the contract and completion of all required pre-construction requirements, the City will issue a written Notice to Proceed (NTP).

The Contractor shall not begin work until receipt of a written Notice to Proceed unless specifically authorized by the City in writing.

The City reserves the right to issue Notices to Proceed for:

- Individual properties;
- Groups of properties;
- Phases of work.

The issuance of Notices to Proceed may be dependent upon:

- Completion of property acquisition activities;
- Completion of title review;
- Completion of environmental review requirements;
- Completion of asbestos inspections;
- Completion of asbestos abatement requirements, if applicable;
- IEDA approval requirements;
- Availability of funding.

11.3 Commencement and Completion of Work

The Contractor shall commence work within fourteen (14) calendar days after receipt of a Notice to Proceed unless otherwise approved by the City.

The Contractor shall complete all demolition activities for each assigned property within forty-five (45) calendar days after commencement of work, unless delays are approved by the City.

The Contractor shall provide adequate labor, equipment, supervision, and resources necessary to maintain progress and complete the work within the required schedule.

Time is of the essence for completion of this project.

11.4 Project Coordination and Scheduling

The Contractor shall coordinate all demolition activities with the City, property owners, utility providers, regulatory agencies, and other parties as necessary.

The Contractor shall provide a project schedule identifying:

- Anticipated start dates;
- Properties scheduled for demolition;
- Major activities;
- Anticipated completion dates;
- Any anticipated delays or conflicts.

The Contractor shall promptly notify the City of any condition that may affect the project schedule.

11.5 Quantity of Work

The City anticipates demolition of three (3) residential properties; however, the actual number of properties assigned may vary based upon:

- Property owner participation;
- IEDA/CDBG-DR approval requirements;
- Environmental review results;
- Funding availability;
- Title issues;
- Other unforeseen circumstances.

The City does not guarantee any minimum quantity of work.

The City reserves the right to increase, decrease, add, or remove properties from the project without invalidating the contract.

11.6 Changes in Work

The City may request changes, additions, deletions, or modifications to the work through written Change Orders.

No additional compensation shall be allowed for changes unless approved in writing by the City prior to performing the additional work.

Change Orders shall identify:

- Description of changed work;
- Adjustment to contract price;
- Adjustment to project schedule;
- Other relevant conditions.

The Contractor shall not perform additional work without written authorization from the City.

11.7 Emergency or Unforeseen Conditions

If the Contractor encounters unforeseen conditions, including hazardous materials, underground structures, unknown utilities, unstable conditions, or other circumstances not reasonably anticipated, the Contractor shall immediately notify the City.

The Contractor shall not proceed with corrective measures requiring additional compensation without written direction from the City.

11.8 Payment Procedures

The Contractor shall submit invoices to the City for completed work.

Invoices shall include:

- Property address;
- Description of completed work;
- Date work was completed;
- Supporting documentation;
- Disposal documentation;
- Required certifications;
- Any other documentation required by the City or funding agency.

The City shall review submitted invoices for compliance and accuracy prior to payment.

Payment shall be made only for completed work accepted by the City.

All payments remain subject to IEDA or HUD requirements.

11.9 Retainage

The City may retain a portion of each payment as retainage to ensure satisfactory completion of the work.

Retainage, if applied, shall be released following:

- Completion of all required demolition work;
- Final inspection and acceptance;
- Submission of required closeout documentation;
- Resolution of any outstanding deficiencies.

11.10 Contractor Responsibility and Supervision

The Contractor shall be solely responsible for:

- Means and methods of construction;
- Safety of workers and the public;
- Protection of adjacent properties;
- Protection of utilities;
- Compliance with applicable laws and regulations;
- Quality of completed work.

The Contractor shall provide competent supervision at all times while work is being performed.

11.11 Protection of Property and Public Safety

The Contractor shall take all necessary precautions to protect:

- Workers;
- Residents;
- Pedestrians;
- Adjacent property owners;
- Public infrastructure;
- Utilities;
- Existing improvements.

The Contractor shall maintain the work area in a safe and orderly condition.

The Contractor shall provide appropriate barricades, warning signs, fencing, and safety measures as necessary.

11.12 Utilities and Site Preparation

The Contractor shall coordinate with utility providers and the City prior to demolition activities.

The Contractor shall verify that required utility disconnections have been completed before beginning demolition.

The Contractor shall be responsible for:

- Removal of structures;
- Removal of foundations unless otherwise directed;
- Removal of debris;
- Proper disposal of materials;
- Rough grading;
- Final site stabilization.

11.13 Debris Disposal and Recycling

The Contractor shall properly dispose of all demolition debris in accordance with applicable regulations.

The Contractor shall provide documentation showing:

- Disposal location;
- Disposal quantities;
- Recycling quantities, when applicable;
- Special handling documentation for regulated materials.

The Contractor shall not burn demolition debris or dispose of materials in unauthorized locations.

11.14 Site Restoration

Upon completion of demolition activities, the Contractor shall restore each site to a safe and stable condition.

Site restoration shall include:

- Removal of demolition debris;
- Removal of foundations and slabs, unless otherwise approved;
- Filling and compacting excavations;
- Rough grading;
- Placement of topsoil as required;
- Establishment of temporary stabilization measures.

Final restoration requirements shall be determined by the City based upon property conditions and project requirements.

11.15 Liquidated Damages

Because timely completion of this project is critical to the City's disaster recovery efforts, delays may result in damages to the City.

If the Contractor fails to complete assigned work within the required timeframe, the City may assess liquidated damages in the amount established in the executed contract.

Liquidated damages shall represent compensation for delay-related impacts and shall not constitute a penalty.

11.16 Insurance Requirements

Prior to beginning work, the Contractor shall provide certificates of insurance demonstrating required coverage, including:

- Commercial General Liability;
- Automobile Liability;
- Workers' Compensation;
- Employer's Liability;
- Any additional coverage required by the City or funding agencies.

The City shall be named as an additional insured where required.

Insurance coverage shall remain in effect throughout the duration of the project.

11.17 Indemnification

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City, its officials, employees, agents, and representatives from claims, damages, losses, liabilities, and expenses arising from:

- Contractor operations;
- Contractor negligence;
- Contractor violations of law;
- Actions of subcontractors;
- Injuries or damages caused by Contractor activities.

11.18 Suspension of Work

The City may suspend work if the Contractor:

- Fails to comply with contract requirements;
- Fails to maintain adequate progress;
- Violates safety requirements;
- Fails to comply with federal or state regulations;
- Creates conditions threatening public safety.

The Contractor shall immediately cease affected work upon written direction from the City.

11.19 Termination

The City may terminate the contract for cause if the Contractor fails to:

- Perform required work;
- Maintain required progress;
- Comply with contract requirements;
- Correct deficiencies after notice.

The City may also terminate the contract for convenience upon written notice to the Contractor.

Upon termination, the Contractor shall be entitled only to payment for acceptable work completed prior to termination, subject to applicable contract provisions.

11.20 Dispute Resolution

The Contractor and City shall attempt to resolve disputes through good faith discussions between authorized representatives.

If a dispute cannot be resolved, the parties shall pursue available remedies under applicable Iowa law and the executed contract.

Nothing in this section limits the City's ability to enforce contract requirements or protect public interests.

11.21 Project Closeout

Prior to final payment, the Contractor shall submit all required closeout documentation, including:

- Final invoices;
- Disposal records;
- Recycling documentation;
- Payroll documentation, if applicable;
- Certifications;
- Warranty information, if applicable;
- Other documentation required by IEDA, HUD, or the City.

Final payment shall not be issued until all closeout requirements have been satisfied.

SECTION 12

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

12.1 General Description of Work

The Contractor shall furnish all labor, supervision, equipment, tools, materials, transportation, permits, disposal fees, and incidentals necessary to complete the demolition, removal, disposal, and restoration of residential structures identified by the City of Rock Rapids.

The work includes, but is not limited to:

- Mobilization and demobilization;
- Coordination with the City and applicable agencies;

- Utility coordination and verification;
- Asbestos inspection and abatement coordination;
- Complete demolition of residential structures;
- Removal of foundations and concrete slabs where required;
- Removal and disposal of demolition debris;
- Recycling of materials when practical;
- Removal of abandoned site materials;
- Rough grading and site restoration;
- Final stabilization of disturbed areas;
- Completion of required documentation.

All work shall be performed in accordance with applicable CDBG-DR requirements, IEDA requirements, Iowa Department of Natural Resources (IDNR) requirements, OSHA requirements, applicable building codes, and all other applicable federal, state, and local regulations.

12.2 Property Assignment and Work Authorization

The City will provide the Contractor with a list of properties authorized for demolition.

The City reserves the right to issue Notices to Proceed for individual properties or groups of properties as requirements are completed.

The Contractor shall not begin demolition activities at any property until:

- The City has issued a written Notice to Proceed;
- Required environmental reviews have been completed;
- Required asbestos inspections have been completed;
- Required asbestos abatement activities have been completed, if applicable;
- Utility disconnects have been completed or approved;
- All IEDA/CDBG-DR and funding requirements have been satisfied.

The Contractor shall coordinate all property schedules with the City.

12.3 Pre-Demolition Requirements

Prior to beginning demolition at each property, the Contractor shall:

1. Attend a pre-demolition coordination meeting when requested by the City.

2. Verify site conditions and identify potential hazards.
3. Confirm that required permits, approvals, and notifications have been completed.
4. Establish site access and traffic control procedures.
5. Protect adjacent properties, public infrastructure, utilities, and improvements.
6. Confirm the location of debris disposal facilities.

The Contractor shall notify the City immediately of any conditions that may impact the safety, cost, or schedule of the work.

12.4 Asbestos Inspection and Abatement Coordination

All structures shall undergo asbestos inspection prior to demolition.

The City will coordinate asbestos inspections and provide available documentation to the Contractor.

The Contractor shall:

- Review asbestos inspection reports prior to demolition;
- Coordinate scheduling with asbestos abatement contractors when required;
- Prevent disturbance of identified asbestos-containing materials unless properly authorized;
- Provide access and cooperation necessary for asbestos abatement activities.

The Contractor shall not begin demolition until all required asbestos-related activities have been completed and approved by the City.

The Contractor shall immediately notify the City if suspected asbestos-containing materials are discovered during demolition.

12.5 Utility Disconnection Requirements

Prior to demolition, all utilities shall be disconnected in accordance with applicable utility provider requirements.

Utilities may include:

- Electrical service;
- Natural gas;

- Water service;
- Sanitary sewer service;
- Telecommunications;
- Other utility connections.

The Contractor shall coordinate with the City regarding utility disconnection status before beginning work.

The Contractor shall protect utility infrastructure remaining in place.

12.6 Site Mobilization

The Contractor shall provide all equipment and personnel necessary to perform the work.

Mobilization shall include:

- Delivery of equipment;
- Establishment of safe work zones;
- Placement of required signage and barriers;
- Coordination of hauling routes;
- Preparation for debris removal.

The Contractor shall maintain orderly operations and minimize impacts to surrounding properties.

12.7 Residential Structure Demolition

The Contractor shall completely demolish and remove each designated residential structure.

Demolition shall include:

- Removal of buildings and attached structures;
- Removal of interior and exterior building materials;
- Removal of debris;
- Removal of damaged building contents remaining on-site;
- Removal of above-grade structures;
- Removal of foundations where required.

The Contractor shall use demolition methods appropriate for the structure and site conditions.

The Contractor shall prevent excessive dust, noise, vibration, and debris migration.

12.8 Foundation and Concrete Removal

Unless otherwise directed by the City, the Contractor shall remove:

- Concrete foundations;
- Basement walls;
- Footings;
- Concrete slabs;
- Driveways and sidewalks identified for removal;
- Other remaining structural materials.

Foundation areas shall be backfilled and compacted to create a safe and stable site condition.

12.9 Debris Removal and Disposal

The Contractor shall remove all demolition debris from each property.

Debris shall include, but not be limited to:

- Structural materials;
- Wood;
- Concrete;
- Masonry;
- Metal;
- Roofing materials;
- Building materials;
- Miscellaneous debris.

The Contractor shall transport debris to legally permitted disposal or recycling facilities.

The Contractor shall provide disposal documentation upon request, including:

- Landfill receipts;
- Weight tickets;

- Recycling records;
- Hazardous material disposal documentation.

No debris shall remain on-site unless approved by the City.

12.10 Recycling Requirements

The Contractor shall make reasonable efforts to recycle materials when economically and practically feasible.

Potential recyclable materials include:

- Concrete;
- Asphalt;
- Metals;
- Wood products;
- Other recoverable materials.

The Contractor shall maintain documentation of recycled materials when required by the City or funding agencies.

12.11 Hazardous Materials

The Contractor shall immediately notify the City upon discovery of:

- Hazardous materials;
- Petroleum products;
- Chemicals;
- Unknown containers;
- Regulated waste;
- Other environmental concerns.

The Contractor shall not remove or dispose of hazardous materials unless properly authorized and compliant with applicable regulations.

12.12 Dust, Noise, and Environmental Controls

The Contractor shall implement appropriate measures to minimize impacts to surrounding properties.

Controls shall include:

- Water application for dust suppression when necessary;
- Proper debris handling;
- Protection of drainage systems;
- Prevention of debris migration;
- Compliance with local noise requirements.

The Contractor shall maintain the project area in a clean and safe condition.

12.13 Traffic Control and Public Safety

The Contractor shall provide appropriate measures to protect the public, including:

- Warning signs;
- Barricades;
- Temporary fencing;
- Equipment safety procedures;
- Traffic control when necessary.

The Contractor shall coordinate activities that may impact public streets, sidewalks, or neighboring properties with the City.

12.14 Site Grading and Restoration

Following demolition and debris removal, the Contractor shall restore each property.

Restoration shall include:

- Filling excavations;
- Compacting fill materials;
- Rough grading;
- Removal of remaining debris;
- Placement of topsoil as necessary;

- Temporary stabilization.

The finished site shall be left in a safe, stable, and visually acceptable condition.

12.15 Erosion and Sediment Control

The Contractor shall prevent erosion and sediment migration from demolition sites.

The Contractor shall implement appropriate measures including:

- Maintaining positive drainage;
- Stabilizing disturbed areas;
- Installing temporary erosion controls when needed.

The Contractor shall repair any erosion problems caused by demolition activities.

12.16 Protection of Adjacent Properties

The Contractor shall take all reasonable precautions to prevent damage to adjacent properties.

The Contractor shall be responsible for repairing damage caused by its operations, including damage to:

- Structures;
- Utilities;
- Landscaping;
- Pavement;
- Fences;
- Public improvements.

12.17 Completion Inspection

Upon completion of each property, the Contractor shall notify the City for inspection.

The City will inspect completed work to verify:

- Demolition is complete;
- Debris has been removed;

- Site restoration is acceptable;
- Required documentation has been submitted.

The Contractor shall correct deficiencies identified by the City prior to final acceptance.

12.18 Required Documentation

The Contractor shall maintain and provide documentation required for the CDBG-DR and grant closeout purposes.

Documentation may include:

- Demolition completion records;
- Photographs before, during, and after demolition;
- Disposal receipts;
- Recycling documentation;
- Asbestos-related documentation;
- Worker payroll records;
- Equipment records;
- Other documentation requested by the City.

12.19 Final Acceptance

A property shall not be considered complete until:

- All demolition work has been completed;
- All debris has been removed;
- Required restoration has been completed;
- Documentation has been submitted;
- The City has conducted final inspection and acceptance.

Final acceptance shall be determined solely by the City.

12.20 Contractor Responsibility

The Contractor acknowledges that demolition work involves varying conditions among individual properties.

The Contractor shall be responsible for reviewing available information, inspecting assigned properties, and providing sufficient resources to complete the work in accordance with these specifications.

No additional compensation shall be provided for conditions that could reasonably have been identified through proper examination of the project sites.

SECTION 13

CDBG-DR PROJECT ADMINISTRATION AND DOCUMENTATION REQUIREMENTS

13.1 General CDBG-DR Compliance Requirements

This project is funded through the Housing & Urban Development Community Development Block Grant Disaster Recovery Program and administered through the Iowa Department of Economic Development.

The Contractor acknowledges that all work performed under this contract must comply with applicable CDBG-DR, federal, state, and local requirements.

The Contractor shall cooperate fully with the City, Iowa Economic Development Authority, grant administrators, auditors, and other authorized representatives to ensure successful project implementation and closeout.

Failure to provide required documentation or comply with applicable grant requirements may result in delayed payment, rejection of work, or other remedies available to the City.

13.2 CDBG-DR Project File Requirements

The Contractor shall provide documentation necessary for the City to maintain complete CDBG-DR project files.

Project documentation shall include, but not be limited to:

- Property address;
- Date of demolition;
- Contractor personnel and equipment utilized;

- Photographs documenting work progress;
- Disposal documentation;
- Recycling documentation;
- Final site condition documentation;
- Asbestos-related documentation;
- Utility disconnect documentation, when applicable;
- Any additional documentation requested by IEDA, grant administrator, or the City.

The Contractor shall provide documentation in a timely manner to avoid delays in project reimbursement and closeout.

13.3 Pre-Demolition Photographs

Prior to beginning demolition activities, the Contractor shall coordinate with the City to ensure adequate documentation of existing conditions.

Pre-demolition photographs shall document:

- Front, rear, and side views of the structure;
- Property conditions;
- Existing site features;
- Access limitations;
- Existing hazards or unusual conditions.

Photographs shall clearly identify the property location and date taken.

13.4 Progress Photographs

The Contractor shall maintain photographic documentation throughout demolition activities.

Progress photographs shall include, as applicable:

- Mobilization activities;
- Structure demolition;
- Foundation removal;
- Debris removal;
- Loading and hauling activities;
- Site restoration activities.

Photographs shall clearly demonstrate compliance with project requirements.

13.5 Final Completion Photographs

Upon completion of each property, the Contractor shall provide final photographs documenting the completed work.

Final photographs shall demonstrate:

- Complete removal of structures;
- Removal of debris;
- Removal of foundations, when required;
- Final grading;
- Site stabilization;
- Overall completed site condition.

Final photographs shall be submitted prior to final acceptance and payment.

13.6 Demolition Completion Documentation

For each completed property, the Contractor shall provide a demolition completion record containing:

- Property address;
- Date demolition commenced;
- Date demolition completed;
- Contractor name;
- Description of work completed;
- Disposal information;
- Certification that work was completed in accordance with contract requirements.

The City may provide a standardized demolition completion form for contractor use.

13.7 Debris Disposal Documentation

The Contractor shall maintain complete records of all demolition debris removed from each property.

Documentation shall include:

- Date material was transported;
- Origin of debris;
- Disposal or recycling facility;
- Weight tickets or disposal receipts;
- Type and quantity of material disposed.

The Contractor shall provide copies of disposal documentation with payment requests or upon request by the City.

13.8 Recycling Documentation

Where materials are recycled, the Contractor shall provide documentation identifying:

- Material recycled;
- Quantity recycled;
- Recycling facility;
- Date processed.

Recycling documentation shall be maintained for CDBG-DR project file purposes.

13.9 Asbestos and Environmental Documentation

The Contractor shall maintain and provide all documentation related to asbestos and environmental compliance.

Documentation may include:

- Asbestos inspection reports;
- Abatement documentation;
- Disposal manifests;
- Air monitoring documentation, when applicable;
- Hazardous material disposal records;
- Environmental compliance records.

The Contractor shall immediately notify the City of any environmental issue that could impact CDBG-DR eligibility or project completion.

13.10 Property Identification and Tracking

The Contractor shall maintain accurate records identifying each assigned property.

Records shall include:

- CDBG-DR project property identification number, if assigned;
- Property address;
- Notice to Proceed date;
- Demolition completion date;
- Status of work;
- Final inspection status.

The Contractor shall use property identification information provided by the City for all project documentation.

13.11 Coordination with City Grant Administration

The Contractor shall cooperate with the City and its grant administrators during project implementation.

The Contractor shall provide information necessary for:

- CDBG-DR reimbursement requests;
- CDBG-DR reporting;
- Project monitoring;
- Audit requirements;
- Grant closeout.

The Contractor shall respond promptly to requests for additional information.

13.12 Payment Documentation Requirements

Each payment request submitted by the Contractor shall include sufficient documentation demonstrating completion of eligible work.

Required documentation may include:

- Invoice;
- Property identification;

- Work completion certification;
- Photographs;
- Disposal records;
- Recycling records;
- Required certifications;
- Other documentation required by IEDA or the City.

Payment shall not be processed until required documentation has been submitted and approved.

13.13 Record Retention

The Contractor shall maintain all records related to this project for the period required by applicable federal and state regulations.

Records shall include:

- Financial records;
- Payroll records;
- Subcontractor records;
- Disposal records;
- Environmental documentation;
- Photographs;
- Communications;
- Other project-related records.

The Contractor shall provide access to records upon request by the City, IEDA, HUD, auditors, or other authorized representatives.

13.14 Audits and Inspections

The Contractor shall permit the City, IEDA, grant administrator, and other authorized agencies to inspect project records and project sites.

The Contractor shall cooperate with:

- Site inspections;
- Documentation reviews;
- Financial audits;

- Compliance reviews.

The Contractor shall correct deficiencies identified during inspections or audits.

13.15 CDBG-DR/IEDA Closeout Assistance

Prior to final completion of the project, the Contractor shall assist the City with CDB G-DR/IEDA closeout requirements.

The Contractor shall provide all documentation necessary to demonstrate:

- Eligible work was completed;
- Work complied with contract requirements;
- Environmental requirements were satisfied;
- Debris was properly disposed;
- Sites were restored;
- Costs claimed were reasonable and supported.

13.16 Noncompliance with CDBG-DR Requirements

If the Contractor fails to comply with IEDA, CDBG-DR, or contract documentation requirements, the City may:

- Withhold payment;
- Require corrective action;
- Reject incomplete documentation;
- Suspend additional work assignments;
- Pursue other remedies available under the contract.

The Contractor acknowledges that compliance with CDBG-DR requirements is an essential condition of this contract.

13.17 Contractor Certification

By submitting a proposal, the Contractor acknowledges:

3. The project is subject to CDBG-DR requirements;
4. Documentation requirements are necessary for grant reimbursement;

5. Failure to maintain required records may impact payment;
6. The Contractor accepts responsibility for providing accurate and complete documentation.

SECTION 14

PROPOSAL FORMS AND REQUIRED CERTIFICATIONS

14.1 General Requirements

Each Contractor submitting a proposal shall complete and submit all required forms and certifications included within this section.

Failure to submit completed and executed forms may result in the proposal being deemed non-responsive and rejected by the City.

The Contractor shall ensure that all information provided is true, accurate, and complete.

The Contractor shall be responsible for ensuring that all subcontractors performing work under this contract comply with all applicable federal, state, and local requirements.

14.2 Contractor Information Form

Legal Name of Contractor:

_____

Business Address:

_____

Primary Contact Person:

_____

Telephone Number:

_____

Email Address:

_____

Years in Business:

_____

Type of Organization:

☐ Corporation
☐ Limited Liability Company (LLC)
☐ Partnership
☐ Sole Proprietorship
☐ Other: _____

Federal Employer Identification Number (FEIN):

_____

State Contractor License Number (if applicable):

_____

The undersigned certifies that the information provided above is accurate and complete.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

14.3 Non-Collusion Affidavit

The undersigned Contractor certifies that:

1. This proposal has been prepared independently and without consultation, communication, or agreement with any other proposer regarding prices, terms, conditions, or submission of proposals.
2. The Contractor has not entered into any agreement or understanding with any other person or entity to limit competition.
3. The Contractor has not provided or received any information for the purpose of influencing the submission of another proposal.
4. The proposal submitted is genuine and not made in the interest of or on behalf of any undisclosed person, partnership, company, or corporation.

The undersigned acknowledges that submitting a false certification may result in rejection of the proposal, termination of contract, and other penalties provided by law.

Contractor Name:

Authorized Signature:

Printed Name:

Title:

Date:

14.4 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Contractor certifies that neither the Contractor nor any principal, owner, partner, officer, director, or subcontractor:

5. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally assisted transactions;
6. Has within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud, criminal offenses, violations of federal or state antitrust laws, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
7. Is presently indicted, charged, or otherwise involved in criminal or civil proceedings by a governmental entity involving the offenses listed above.

The Contractor agrees to notify the City immediately if any change occurs affecting this certification.

Contractor Name:

Authorized Signature:

Printed Name:

Title:

Date:

14.5 Certification Regarding Lobbying

The Contractor certifies that:

8. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, member of Congress, or employee of Congress in connection with the awarding of this contract.
9. If any funds other than federal appropriated funds have been or will be used for lobbying activities related to this contract, the Contractor shall complete and submit all required disclosure forms.

Contractor Name:

Authorized Signature:

Printed Name:

Title:

Date:

14.6 Equal Employment Opportunity Certification

The Contractor certifies that it will comply with all applicable Equal Employment Opportunity requirements.

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor further agrees to take affirmative action to ensure equal opportunity in employment practices.

Contractor Name:

Authorized Signature:

Printed Name:

Title:

Date:

14.7 Conflict of Interest Disclosure

The Contractor shall disclose any actual, potential, or perceived conflict of interest related to this project.

The Contractor certifies that:

☐ No conflict of interest exists.

☐ A potential conflict of interest exists as described below:

_____

_____

The Contractor agrees to notify the City immediately if circumstances change creating a conflict of interest.

Contractor Name:

_____

Authorized Signature:

_____

Printed Name:

_____

Title:

_____

Date:

_____

_____

14.8 Contractor Certification of Compliance

The undersigned Contractor certifies that it has reviewed and understands the requirements contained within the City of Rock Rapids Demolition Services Request for Proposals.

The Contractor acknowledges and agrees that:

1. It has examined the project requirements and understands the scope of work.
2. It has reviewed the federal, state, and local compliance requirements applicable to the project.
3. It possesses the qualifications, equipment, personnel, and experience necessary to perform the work.
4. It will comply with city requirements, HUD CDBG-DR requirements, IEDA requirements, environmental requirements, and all applicable laws.
5. It will provide accurate documentation necessary for project reimbursement and closeout.
6. It understands that failure to comply with contract requirements may result in withholding of payment, termination, or other remedies.

Contractor Name:

Authorized Signature:

Printed Name:

Title:

Date:

14.9 Subcontractor Disclosure Form

The Contractor shall identify all subcontractors anticipated to perform work under this contract.

Subcontractor Name	Address	Scope of Work

The Contractor certifies that all subcontractors will comply with applicable federal, state, and local requirements.

Contractor Name:

Authorized Signature:

Date:

14.10 Proposal Acknowledgement Form

The Contractor acknowledges receipt of the following RFP sections and documents:

☐ Section 1 – Introduction and Project Overview
☐ Section 2 – Instructions to Proposers
☐ Section 3 – Project Background and Funding Information
☐ Section 4 – Procurement Requirements
☐ Section 5 – Project Schedule and Timeline
☐ Section 6 – Contractor Qualifications
☐ Section 7 – Evaluation and Selection Process
☐ Section 8 – Insurance and Bonding Requirements
☐ Section 9 – Proposal Requirements and Submission Forms
☐ Section 10 – Federal Contract Provisions and Required Certifications
☐ Section 11 – General Contract Conditions
☐ Section 12 – Technical Specifications and Scope of Work
☐ Section 13 – HUD-CDBG-DR Project Administration and Documentation Requirements
☐ Section 14 – Proposal Forms and Required Certifications

The Contractor acknowledges that all requirements contained within the RFP documents are understood and incorporated into the proposal.

Contractor Name:

Authorized Signature:

Date:

SECTION 15

PROPOSAL PRICING FORM AND BID SCHEDULE

15.1 General Pricing Requirements

The Contractor shall provide a complete pricing proposal for all work described within this Request for Proposals (RFP), including all requirements contained within:

- Section 10 – Federal Contract Provisions and Required Certifications;
- Section 11 – General Contract Conditions;
- Section 12 – Technical Specifications and Scope of Work;
- Section 13 – HUD CDBG-DR & IEDA Project Administration and Documentation Requirements.

The Contractor's pricing shall include all labor, supervision, equipment, materials, transportation, disposal fees, permits, insurance, overhead, profit, administrative costs, and any other expenses necessary to fully complete the work.

No additional compensation shall be provided for costs that should have been anticipated by the Contractor based upon review of the RFP documents, site conditions, or available project information.

15.2 Anticipated Project Quantities

The City of Rock Rapids anticipates demolition of three (3) residential properties through the CDBG-DR Program.

The actual number of properties assigned to the Contractor may increase or decrease based upon:

- Property owner participation;
- CDBG-DR approval requirements;
- Environmental review requirements;
- Title issues;
- Funding availability;
- Other project considerations.

The City does not guarantee any minimum quantity of demolition work.

The Contractor's unit prices shall remain valid regardless of the final quantity of properties assigned.

15.3 Property-Specific Demolition Pricing Schedule

The Contractor shall provide pricing for each individual property identified below. The Base Cost shall include all labor, equipment, disposal fees, supervision, documentation, and all other costs necessary to complete demolition activities in accordance with this Request for Proposals. Bids must be on a per-property basis with a total not-to-exceed amount for all services.

The Contractor shall identify any anticipated salvage value or credit associated with materials recovered from each property. Any salvage deduction shall reduce the total project cost and shall be clearly identified.

The Net Cost shall be calculated as:

Net Cost = Base Cost – Salvage Deduction

Property Address	Base Cost	Salvage Deduction	Net Cost
106 Pearl Street	$	$	$
502 1st Avenue East	$	$	$
504 First Avenue East	$	$	$

Total Base Cost: $_____

Total Salvage Deduction: $_____

Total Net Project Cost: $_____

Contractor Name: _____

Authorized Signature: _____

Date: _____

15.4 Optional Unit Pricing

The City may request additional work or adjustments based upon individual property conditions.

Contractors shall provide unit pricing for the following potential items:

Item	Unit	Unit Price
Additional demolition of accessory structure (garage, shed, outbuilding)	Each	$_____
Additional concrete removal beyond normal residential scope	Square Foot	$_____
Additional debris disposal beyond normal project requirements	Ton	$_____
Additional grading and restoration	Hour	$_____
Additional trucking/hauling	Hour	$_____
Additional equipment/operator time	Hour	$_____

The City is not obligated to authorize optional work.

No optional work shall be performed without written authorization from the City.

15.5 Asbestos-Related Work

The City anticipates asbestos inspections and required asbestos abatement activities will be completed separately from the demolition contract.

The Contractor shall provide pricing for coordination activities associated with asbestos requirements.

Item	Unit	Unit Price
Coordination with asbestos inspection/abatement contractor	Each Property	$_____
Removal of asbestos-related materials (if Contractor is qualified and authorized)	Hour	$_____

Any asbestos-related work must be approved in writing by the City prior to commencement.

15.6 Mobilization and Demobilization

The Contractor shall provide a lump sum price for project mobilization and demobilization.

This amount shall include:

- Equipment transportation;
- Site preparation;
- Initial project setup;
- Final removal of equipment.

Item	Unit	Lump Sum Price
Mobilization/Demobilization	Lump Sum	$_____

15.7 Alternate Pricing

The City reserves the right to request alternate pricing based upon project conditions.

Alternates may include:

- Removal of foundations versus leaving foundations in place;
- Additional site restoration;
- Accelerated demolition schedules;
- Additional properties added to the project.

The City may evaluate alternate pricing as part of the overall proposal review.

15.8 Proposal Total

The Contractor shall provide a total project price based upon the anticipated quantity of properties.

Description	Amount
Base Bid – Residential Demolition (3) Properties)	$_____
Mobilization/Demobilization	$_____
Optional Items (if included)	$_____

Total Proposed Contract Amount Not to exceed:

$_____

15.9 Pricing Certification

The undersigned Contractor certifies that:

7. The pricing provided includes all costs necessary to complete the work in accordance with the RFP requirements.
8. The Contractor has reviewed the project requirements and understands the anticipated scope of work.
9. The Contractor's pricing remains valid for a minimum of ninety (90) days following proposal submission.
10. The Contractor understands that actual quantities may vary and agrees that unit prices submitted shall remain applicable throughout the project.
11. The Contractor understands that additional work requires written authorization from the City prior to performance.

Contractor Name:

Authorized Signature:

Printed Name:

Title:

Date:

SECTION 16

CONTRACT AWARD AND EXECUTION REQUIREMENTS

16.1 Intent to Award

Following completion of the proposal evaluation process, the City of Rock Rapids intends to select the Contractor whose proposal provides the best overall value to the City based upon qualifications, experience, compliance with project requirements, project approach, schedule, pricing, and demonstrated ability to successfully complete CDBG-DR-funded demolition projects.

The City reserves the right to:

- Accept or reject any proposal;
- Negotiate with the selected Contractor;
- Request clarification or additional information;
- Reject any or all proposals;
- Modify the anticipated scope or quantity of work;
- Cancel the procurement process if determined to be in the best interest of the City.

Issuance of an intent to award does not constitute a binding contract until all required approvals and contract documents have been completed and executed.

16.2 City Council Approval

Because this project involves federal disaster recovery funding and a significant public expenditure, final contract award shall be subject to approval by the Rock Rapids City Council.

The City reserves the right to condition contract award upon:

- City Council approval;
- HUD/IEDA requirements;
- Grant funding requirements;
- Completion of required documentation;
- Successful contract negotiations.

16.3 Contract Execution

The selected Contractor shall execute the contract documents provided by the City within ten (10) calendar days following notification of award unless otherwise approved by the City.

The executed contract shall include, but not be limited to:

- Agreement between City and Contractor;
- Accepted proposal;
- Scope of work;
- Pricing schedule;
- Federal contract provisions;
- Required certifications;
- Insurance documentation;
- Applicable attachments and exhibits.

Failure of the selected Contractor to execute the contract within the required timeframe may result in withdrawal of the award and consideration of another Contractor.

16.4 Required Contractor Submittals Prior to Notice to Proceed

Prior to issuance of a Notice to Proceed, the Contractor shall provide all required documentation, including:

- Executed contract documents;
- Certificate(s) of insurance;
- Additional insured endorsements, if required;
- List of subcontractors;
- Applicable licenses and certifications;
- Safety documentation;
- Project schedule;
- Contact information for project management personnel;
- Any additional documentation required by the City or IEDA.

The City shall not issue a Notice to Proceed until all required documentation has been received and approved.

16.5 Performance and Payment Bonds

If required by applicable federal, state, or local requirements, the Contractor shall provide performance and payment bonds prior to commencement of work.

Bond requirements, if applicable, shall be identified within the executed contract documents.

The City reserves the right to require bonding based upon project risk, funding requirements, or other considerations.

16.6 Preconstruction Conference

Prior to beginning demolition activities, the Contractor shall participate in a preconstruction conference with the City and other applicable parties.

The purpose of the meeting shall be to review:

- Scope of work;
- Project schedule;

- Communication procedures;
- Property assignment process;
- CDBG-DR & IEDA documentation requirements;
- Safety requirements;
- Environmental requirements;
- Payment procedures;
- Change order procedures;
- Inspection requirements.

The Contractor shall provide appropriate representatives authorized to make decisions regarding project execution.

16.7 Project Management and Communication

The Contractor shall designate a Project Manager who shall serve as the primary point of contact for the duration of the project.

The Project Manager shall be responsible for:

- Scheduling demolition activities;
- Coordinating with the City;
- Addressing project issues;
- Ensuring compliance with contract requirements;
- Coordinating subcontractors;
- Maintaining project documentation.

The Contractor shall respond promptly to City communications and requests for information.

16.8 Notice to Proceed

The City will issue a written Notice to Proceed after:

- Contract execution;
- Required approvals;
- Receipt of insurance documentation;
- Completion of preconstruction requirements;
- Completion of applicable CDBG-DR & IEDA requirements.

The Contractor shall not begin work prior to receiving written authorization from the City.

The Notice to Proceed may authorize:

- The entire project;
- Specific properties;
- Specific phases of work.

16.9 Commencement of Work

The Contractor shall begin work within fourteen (14) calendar days after receipt of a Notice to Proceed unless an alternative schedule is approved by the City.

The Contractor shall provide sufficient resources to maintain continuous progress and meet project completion requirements.

Failure to commence work within the required timeframe may be considered a breach of contract.

16.10 Project Completion Deadline

The Contractor shall complete assigned demolition work in accordance with the schedule established in the contract.

Unless otherwise approved by the City, the Contractor shall complete each assigned property within forty-five (45) calendar days after commencement of work at that property.

The Contractor acknowledges that timely completion is critical due to:

- CDBG-DR grant requirements;
- Public safety concerns;
- Neighborhood recovery efforts;
- Community redevelopment objectives.

16.11 Final Inspection and Acceptance

Upon completion of assigned work, the Contractor shall notify the City and request final inspection.

The City will inspect completed work to verify:

- Demolition has been completed;
- Debris has been removed;
- Site restoration requirements have been satisfied;
- Documentation requirements have been met;
- Contract requirements have been fulfilled.

The City may require correction of deficiencies prior to final acceptance.

Final acceptance shall be determined solely by the City.

16.12 Final Payment and Contract Closeout

Final payment shall not be issued until:

- All assigned work has been completed;
- Final inspections have been completed;
- Deficiencies have been corrected;
- Required documentation has been submitted;
- CDBG-DR/IEDA closeout requirements have been satisfied.

The Contractor shall cooperate with the City through final project closeout.

16.13 Right to Terminate Award

The City reserves the right to terminate the award process or contract negotiations if:

- The Contractor fails to execute required documents;
- The Contractor fails to provide required information;
- The Contractor cannot meet project requirements;
- Funding becomes unavailable;
- Federal or state requirements prevent contract execution.

16.14 Public Records Requirements

All proposals submitted in response to this RFP may become public records subject to applicable Iowa public records laws.

Contractors shall clearly identify any proprietary or confidential information contained within their proposal and provide justification for requested confidentiality.

The City shall make final determinations regarding disclosure requirements.

16.15 Reservation of Rights

The City of Rock Rapids reserves all rights and remedies available under applicable federal, state, and local laws.

Nothing contained within this RFP shall be interpreted as limiting the City's authority to protect public funds, enforce contract requirements, or ensure compliance with IEDA and CDBG-DR funding requirements.

Federal Contract Provisions Required Under 2 CFR Part 200, Appendix II

The Contractor shall comply with all applicable federal contract provisions required under 2 CFR Part 200, Appendix II, including the following:

A. Remedies

Contracts exceeding the federal simplified acquisition threshold must address administrative, contractual, or legal remedies when contractors violate contract terms, including sanctions and penalties as appropriate.

B. Termination for Cause and Convenience

The contract must include termination provisions for cause and for convenience by the City, including the manner by which termination will be effected and the basis for settlement.

C. Equal Employment Opportunity

The Contractor shall comply with Executive Order 11246, as amended, and applicable regulations regarding equal employment opportunity.

D. Contract Work Hours and Safety Standards Act (if applicable)

For contracts exceeding $100,000 that involve mechanics or laborers, the Contractor shall comply with applicable requirements concerning overtime and worker safety.

E. Rights to Inventions Made Under a Contract or Agreement

If applicable, the Contractor shall comply with federal requirements governing rights to inventions and discoveries resulting from federally funded contracts.

F. Clean Air Act and Federal Water Pollution Control Act

The Contractor shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act and Federal Water Pollution Control Act.

G. Debarment and Suspension

The Contractor certifies that it is not suspended, debarred, or otherwise excluded from participation in federal assistance programs.

H. Byrd Anti-Lobbying Amendment

The Contractor certifies compliance with federal restrictions regarding lobbying activities using federal funds.

I. Procurement of Recovered Materials

The Contractor shall comply with requirements for purchasing recovered materials when applicable under the Resource Conservation and Recovery Act.

"Time is of the essence in the performance of this Contract.

The Contractor acknowledges that the timely completion of the Project is a material term of this Agreement and that delays in the completion of the Project will result in substantial damages to the Owner, including but not limited to potential loss of CDBG funds, delays in project utilization, and additional administrative costs.

The parties agree that actual damages for delay would be difficult to determine with certainty and that the amount set forth herein represents a reasonable estimate of such damages and is not intended as a penalty.

Therefore, if the Contractor fails to complete the work required under this Agreement by the Completion Date specified in the contract or any extension thereof approved in writing by the Owner, liquidated damages shall be assessed at a rate of five thousand dollars ($5,000.00) for each calendar day beyond the Completion Date that the work remains incomplete.

These liquidated damages shall be deducted from any payments due or to become due to the Contractor, or, if such payments are insufficient, shall be immediately due and payable by the Contractor to the Owner upon demand. Nothing in this provision shall be construed to limit any other rights or remedies available to the Owner under this Agreement, at law, or in equity."

Termination for Cause

This agreement may be terminated, for cause, by either party upon thirty (30) days written notice in the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The contractor is is entitled to "just and equitable compensation" for satisfactory work completed up to the termination date, based on available CDBG funds. The contractor waives any and all other claims for damages. Upon termination, any finished or unfinished documents and materials become the property of the City.

Termination for Convenience

The performance of work under this contract may be terminated by either party in accordance with this clause in whole, or from time to time in part, whenever the determination is made that such determination is in the best interest of both parties. All reasonable costs associated with this contract and incurred up to the date of termination will be paid by the City. No payment will be made for work completed after termination of this contract. Upon termination, any finished or unfinished documents and materials become the property of the City.

"Time is of the essence in the performance of this Contract. All contracts need a time of essence and if not completed a monetary penalty.

Federal Compliance Assurances

In connection with the carrying out of this agreement, all parties shall comply with the following laws and regulations:

Access to Maintenance of Records "The Contractor must maintain records, including supporting documentation, for the greater of three years after the date the Recipient is notified that the State CDBG contract has been closed with HUD.

"At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract"

Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting "The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program."

Certification regarding government-wide restriction on lobbying: All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying: "The Recipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly."

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

Clean Air and Water Acts: (for all contracts < $100,000)

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738 (Providing administration of the Clean Air & Water Acts)

Clean Air and Water Acts - required clauses in all contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended.

"During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.

(2) The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) The Contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

(4) The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions."

Federal Executive Orders 11246 & 11375 (For all contracts < $10,000)

"During the performance of this contract, the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Federal Labor Standards (For all contracts < $2,000)

"During the execution of this agreement, the contractor agrees to comply by all Federal, State and local labor standards in effect, including to but not limited to the following regulations:".

- Davis-Bacon and Related Acts, as amended;
- Contract Work Hours and Safety Standard Act, as amended;
- Copeland Anti-kickback Act, as amended;
- Fair Labor Standards Act, as amended

Build America, Buy America Requirements

"This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. While professional services are not subject to BABA, the Provider understands that they are responsible for ensuring that, absent a waiver by the Department of Housing and Urban Development, Provider shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

Sample BABA Language for Inclusion into Advertisement for Bids: "This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Contractor shall include Manufacturer's Certification for BABA requirements for all BABA covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation. For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change. Contractor shall designate responsible parties for determining the final classifications for all project items. " *BABA Does Not Apply to This Project.*

Section 3 requirements under 12 U.S.C. § 1701u A.

A. "The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
C. The Contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3

preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

E. The Contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.

F. The Contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

G. The Contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.

H. The Contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

I. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

J. The Contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

" Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

* A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or 3. The worker is a YouthBuild participant. Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section
3 Business through HUD's website:
https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness

Recycled Materials

"The Contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

- When appropriate, specifications shall include requirements for the use of recovered materials and products;
- The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product;"

Federal Executive Orders 11063, as amended by Executive Order 12259 "The Contractor agrees to comply with the provisions of Executive Order 11063, as amended by Executive Order 12259, which prohibit discrimination in the sale, leasing, rental, or other disposition of residential property and related facilities financed in whole or in part with federal assistance. The Contractor shall not discriminate against any person on the grounds of race, color, religion, sex, or national origin in the sale, rental, or use of housing or residential property built or rehabilitated with assistance provided under this contract. The Contractor further agrees to:

The Contractor shall not discriminate against any person on the grounds of **race, color, religion, sex, or national origin** in the sale, rental, or use of housing or residential property built or rehabilitated with assistance provided under this contract. The Contractor further agrees to:

- Include this provision in all subcontracts or agreements related to this federally assisted construction project;
- Cooperate with the U.S. Department of Housing and Urban Development (HUD) in any enforcement or compliance reviews;
- Maintain and provide records as required to demonstrate compliance with applicable federal requirements.
- Failure to comply with this provision shall be considered a material breach of contract and may result in suspension or termination of this Agreement, in addition to other remedies available under law or regulation."

Section 109, Housing & Community Development Act of 1974 (42 USC 5309): "The Contractor agrees that no person shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds on the grounds of: Race, color, national origin, sex, or religion. Additionally, as required by amendments to the Act and related statutes and regulations, the Contractor further agrees not to discriminate on the basis of disability.

Accordingly, the Contractor shall:

- Take all necessary and reasonable steps to ensure non-discrimination in employment, service delivery, housing, and access to facilities;
- Include this clause in all subcontracts or agreements funded in whole or in part with CDBG funds;
- Cooperate fully with any compliance or enforcement reviews conducted by the U.S. Department of Housing and Urban Development (HUD) or its designee;
- Maintain and furnish records as necessary to demonstrate compliance;"

Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC ss 200d): "The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88352, 42 U.S.C. § 2000d et seq.) and all applicable regulations issued pursuant thereto, including those found at 24 CFR Part 1. Under Title VI, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. Not discriminate against any person in employment, contracting, housing, or service delivery on the basis of race, color, or national origin. 2
2. Include this clause in every subcontract or purchase order involving the use of federal funds.
3. Maintain and provide access to records sufficient to demonstrate compliance with Title VI upon request of the funding agency or the U.S. Department of Housing and Urban Development (HUD).
4. Cooperate fully in any compliance review or complaint investigation undertaken pursuant to Title VI."

Title VIII of the Civil Rights Act of 1968 (aka 'Fair Housing Act'): "The Contractor shall comply with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601–3619), which prohibits discrimination in housing and housing-related transactions on the basis of: Race, color, religion, sex (including sexual orientation and gender identity), disability, familial status, or national origin.

Accordingly, the Contractor agrees to:

1. Not discriminate in the sale, rental, lease, financing, design, construction, marketing, or provision of services related to any housing or residential facilities constructed or assisted under this contract.

2. Display the Equal Housing Opportunity logo and statement on all housing advertisements and marketing materials associated with the project.

3. Include this provision in all subcontracts related to residential construction, rehabilitation, leasing, or sale of housing units funded in whole or in part with federal funds.

4. Cooperate fully with any investigation, compliance review, or enforcement action conducted by the U.S. Department of Housing and Urban Development (HUD) or other designated entity."

Section 504 of the Rehabilitation Act of 1973 (PL 93-112, 29 ISC 794): "The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by HUD regulations at 24 CFR Part 8, which prohibit discrimination on the basis of disability in any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. Not discriminate against any qualified individual with a disability in the provision of services, employment, housing, or access to facilities under this Contract.

2. Ensure that all new construction and alterations funded in whole or in part with federal assistance are designed and constructed to be readily accessible to and usable by individuals with disabilities, as required by applicable accessibility standards (e.g., UFAS or ADA Standards, as applicable).

3. Take appropriate steps to ensure that communications with applicants, beneficiaries, and members of the public with disabilities are as effective as communications with others.

4. Make reasonable accommodations in policies, practices, and procedures when necessary to avoid discrimination, unless such accommodations would impose an undue financial or administrative burden.

5. Include this provision in all applicable subcontracts and agreements."

Age Discrimination Act of 1975 (42 USC 1601 et seq): "The Contractor agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and the implementing regulations at 45 CFR Part 90, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Accordingly, the Contractor shall:

1. Ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this contract or related activities on the basis of age.
2. Not use age as a basis for employment decisions, service delivery, or participation in housing or construction-related benefits funded by this contract.
3. Include this clause in all subcontracts or agreements involving federal funds under this project.
4. Cooperate fully with any compliance review or investigation conducted pursuant to this Act.
5. Maintain and provide records as required to demonstrate compliance with the Age Discrimination Act."

Americans with Disabilities Act (PM 101-336, 42 USC 12101-12213): "The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (PL 101-336, codified at 42 U.S.C. §§ 12101–12213) and all applicable implementing regulations.

Under the ADA, no qualified individual with a disability shall, on the basis of disability, be:

- Excluded from participation in,
- Denied the benefits of, or
- Subjected to discrimination in any program, service, or activity funded in whole or in part under this Contract.

Accordingly, the Contractor shall:

1. Ensure that all employment practices, public facilities, housing, services, and communications related to this project are accessible and non-discriminatory toward individuals with disabilities.

2. Design and construct facilities to meet or exceed applicable accessibility standards, such as the 2010 ADA Standards for Accessible Design or UFAS, where applicable.

3. Make reasonable modifications to policies, practices, and procedures to accommodate individuals with disabilities, unless doing so would result in an undue burden or fundamental alteration.

4. Provide effective communication methods, including auxiliary aids and services, when necessary for equal access.

5. Include this clause in all subcontracts and agreements funded in whole or in part by CDBG or other federal funds."

Lead-Based Paint Compliance (24 CFR Part 35 – Lead Safe Housing Rule) Applies to pre-1978 residential structures receiving CDBG or other HUD funding

Types of projects:

- Rehabilitation
- Acquisition
- Leasing
- Supportive housing
- Tenant-based rental assistance
-

"The Contractor shall comply with the Lead Safe Housing Rule (24 CFR Part 35), which implements the requirements of the Lead-Based Paint Poisoning Prevention Act and applies to housing constructed prior to 1978 that is receiving federal financial assistance under this Contract.

Accordingly, the Contractor agrees to:

1. Identify and evaluate lead-based paint hazards in housing units constructed before 1978, using required methods such as visual assessments, paint testing, or risk assessments, as applicable based on project scope and funding level;

2. Control or eliminate lead-based paint hazards through interim controls or abatement in accordance with Subparts J (Rehabilitation), K (Acquisition), or M (Tenant-Based Rental Assistance) of 24 CFR Part 35;

3. Ensure that all work involving lead-based paint is performed by properly certified and trained workers, supervisors, and inspectors in accordance with EPA's Renovation, Repair and Painting (RRP) Rule and HUD guidelines;

4. Provide residents with proper notices and disclosures about the presence and hazards of lead-based paint as required under Subpart B of 24 CFR Part 35;

5. Follow clearance procedures after hazard control work, including proper testing by certified risk assessors or clearance technicians;

6. Keep and submit records and reports demonstrating full compliance with the Lead Safe Housing Rule and make such records available to HUD or the funding agency upon request.

The Contractor shall include this clause in all subcontracts involving residential rehabilitation, acquisition, or construction of pre-1978 housing units."

Iowa Civil Rights Act of 1965, Chapter 216

"The Contractor agrees to comply with the provisions of the Iowa Civil Rights Act of 1965 (Iowa Code Chapter 216), which prohibits discrimination in employment, housing, public accommodations, education, and credit based on:

Race, creed, color, sex, sexual orientation, gender identity, religion, national origin, disability, or age (where applicable), and familial status (in housing).

Accordingly, the Contractor shall:

1. Not discriminate in hiring, promotion, layoff, termination, or other employment practices;

2. Provide equal access to housing, services, and facilities without regard to protected characteristics;

3. Make reasonable accommodations for persons with disabilities;

4. Include this clause in all applicable subcontracts and agreements under this contract;

5. Cooperate with any investigation or compliance review conducted by the Iowa Civil Rights Commission (ICRC) or other designated authority."

Iowa Code Section ss 19B.7 The Contractor agrees to comply with Iowa Code Section 19B.7, which requires that all state and local government agencies and their contractors and subcontractors prevent and eliminate discrimination in employment and public contracting.

Accordingly, the Contractor shall:

1. Not discriminate against any employee or applicant for employment or any business or individual in the awarding of subcontracts, on the basis of: Race, Color, National origin, Sex, Gender identity, Sexual orientation, Religion, Age, Disability, Creed

2. Include this nondiscrimination provision in all subcontracts and procurement agreements;

3. Make good faith efforts to encourage the participation of minority-owned and women-owned business enterprises (M/WBEs) in all aspects of the project, including contracting and subcontracting;

4. Provide documentation of such efforts upon request by the local jurisdiction, the Iowa Department of Administrative Services, or other authorized entity.