

# CITY OF LAKE WALES

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BID PACKAGE

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***CDBG Disaster Recovery Project***

***Project Description***

***Building Demolition Services***

***Bid# 07-137***

***Various Residential and Related Structures***

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# City of Lake Wales

Bid Notice Date: April 7, 2007

**DCA Grant Number: 06DB-3C-07-63-02-W 16**

Notice is hereby given that the City of Lake Wales, Florida, will accept sealed bids until **2:00 p.m. (local time), Tuesday, April 24, 2007** for the following project:

**Building Demolition Services  
BID FILE #07-137**

At **2:00 p.m. (local time), Tuesday, April 24 2007**, the bids will be opened and read aloud at the City Commission Chambers in the City of Lake Wales City Administration Building Hall located at

201 West Central Avenue  
Lake Wales, Florida

Please submit one (1) original and three (3) copies of your bid in a sealed envelope reflecting on the outside thereof the bidder's name and "**Sealed Bid for Building Demolition Services – Various Residential and Related Structures - City of Lake Wales CDBG Disaster Recovery Project**", **Bid #-07-137**. The City will consider all bids properly submitted at its scheduled Bid Opening.

## **Mandatory Pre-Bid Conference**

A mandatory Pre-bid conference will be held on **Tuesday, April 17, 2007 at 10:00 a.m.** The meeting will be held in the City Commission Chambers in the City Administration Building followed by site visits. Only attendees of this meeting will be considered.

The City of Lake Wales shall be the sole judge of the bid and the resulting agreement that is in its best interest and its decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures and with the rules and regulations of the Florida Small Cities Community Development Block Grant Program. Bid prices shall remain in effect for 90 days after bid opening.

All bids should be addressed as follows:

City of Lake Wales  
Attention: Bonnie Hodge, Purchasing Agent  
201 West Central Avenue  
Lake Wales, FL 33853

City of Lake Wales  
City Council  
Anthony G. Otte, City Manager

## INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids: City of Lake Wales (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately completed. Bids will be received by the Owner until 2:00 p.m. Tuesday April 24, 2007 and then at said office publicly opened and read aloud.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions thereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

2. Preparation of Bid: Each bid must be submitted on the prescribed forms (contained herein). All blank spaces for bid prices must be completed in ink or typewritten, in both words and figures, and all required Certifications must be fully completed and executed when submitted. Bid prices shall be good for 90 days after the bids are opened.

3. Subcontracts: The bidder is specifically advised that any person, or other party to whom it is proposed to award a subcontract under this contract must: be acceptable to the owner; and

a. submit all certifications that are also required of the Prime Contractor, as contained herein. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

4. Telegraphic Modifications(FAX): Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Project Description: The Owner is requesting bids for the following City of Lake Wales CDBG Disaster Recovery Project:

Building Demolition Services - See Attachment 2 for the bid form and Attachment 3 for the project specifications and additional submittal requirements. Also, see Attachment 1 for Building Demolition Contract.

6. Qualifications of Bidder: The Owner may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner prior experience of similar projects and at least three (3) references. All bidders must be properly licensed. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder

is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7. Time of Completion and Liquidated Damages: Bidder must agree to commence work on date to be specified in a written "Notice to Proceed" of the work and fully complete the project within the agreed upon consecutive calendar days thereafter. Bidder must agree to also have the project substantially complete within the agreed upon consecutive calendar days from date of "Notice to Proceed." Bidder must agree also to pay as liquidated damages, the sum of \$250 for each consecutive calendar day thereafter as hereinafter provided by this bid package and Contract. Bids will be awarded based on the lowest bid as shown on the bid form (Attachment 2).
10. Conditions of Work: Each bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
11. Addenda and Interpretations: No interpretation of the meaning of the plans, specification or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be **made in writing**, addressed to:

City of Lake Wales  
Bonnie Hodge, Purchasing Agent  
PO Box 1320  
Lake Wales, FL 33859-1320  
or  
[hodgeb@cityoflakewales.com](mailto:hodgeb@cityoflakewales.com)

and, to be given consideration, must be received at least **five (5)** days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be faxed or mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than 72 hours prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the contract documents.

12. Payment Method: Payment will be made upon completion of the demolition of the structure after inspection and approval by Owner. For bids over \$500,000, progress payments can be arranged if bidder provides the bonds and assurances described herein, however, no bids over this amount are expected for this project.

**Certification Regarding  
Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions  
And Lower Tier Transactions**

- (1) The prospective primary participant (or lower tier participant) certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  
- (2) Where the prospective primary participant (or lower tier participant) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name (Firm's Authorized Representative)

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

24 CFR 24.510 & 24 CFR, Part 24, Appendix A

**TABLE A**

**PROPOSED SUBCONTRACTS BREAKDOWN**

FOR THE PERIOD COVERING \_\_\_\_\_ 20\_\_ THROUGH \_\_\_\_\_ 20\_\_

COLUMN 1	COLUMN 2	COLUMN 4
Name of Sub Contractor	Type of Contract (business or profession)	Total Approximate Dollar Amount

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Company Officer (Signature)

\_\_\_\_\_  
Date

**PRECONSTRUCTION REPORT FORMAT**

Project Name: \_\_\_\_\_ Project #: \_\_\_\_\_

Location \_\_\_\_\_

Description of Work to be Performed: \_\_\_\_\_

Contractor: \_\_\_\_\_ Contract Amount \$ \_\_\_\_\_

Conference Date \_\_\_/\_\_\_/\_\_\_ Place: \_\_\_\_\_

Participants: Names                      Titles

<u>Names</u>	<u>Titles</u>
_____	_____
_____	_____
_____	_____
_____	_____

Items Covered:

- Labor Standards (NA for DEMOLITION PROJECTS)
- Owner's Role and Responsibilities
- Housing & Urban Development
- Contractor's Role and Act of 1968, Section 3 Responsibilities
- Equal Opportunity Reporting Requirements and

Other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
(Official Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

FROM: \_\_\_\_\_  
(Name of Locality)

\_\_\_\_\_  
(Address of Locality)

DATE: \_\_\_\_\_

SUBJ: \_\_\_\_\_  
(Project Contract Number)

\_\_\_\_\_, herein called the Contractor, is  
(Name of Contractor)

authorized to begin work on \_\_\_\_\_ located at  
(Project Identified)

\_\_\_\_\_  
(Location of Project)

All work will be done as specified in Contract \_\_\_\_\_  
(Project Contract Number)

and the attachments thereto. Work will proceed on this job within \_\_\_\_ days from the date of this notification as provided in Section \_\_\_\_\_ of said Contract, unless otherwise specified. Work on this job is scheduled for completion on \_\_\_\_\_.  
(Date)

Prior to beginning construction, all permits and licenses required by Local, State, and Federal law shall be obtained by the Contractor, unless otherwise specified. The method of assessing liquidated damages for noncompliance with the project of said Contract is contained in Section(s) 4 and 6 of said Contract.

\_\_\_\_\_  
(Authorized Local Official's Signature) (Date of Signature)

\_\_\_\_\_  
(Type Name of Authorized Local Official)

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

Project: \_\_\_\_\_

The Owner has considered the Bid Proposal submitted by you for the above described project in response to its Advertisement for Bids dated \_\_\_\_\_ and Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of  
\$ \_\_\_\_\_.

You are required by the "Instructions to Bidders" to execute the Agreement and furnish the required Contractor's Performance Bond (if applicable), Payment Bond (if applicable), and certificates of insurance within 7 calendar days from the date of this Notice of Award to you.

If you fail to execute said Agreement and to furnish said Bonds (if applicable) within 7 calendar days from the date of this Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond (if applicable). The Owner will be entitled to such other rights as may be granted by law.

Your are required to return five duplicate originals acknowledged copies of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_, Florida, Owner

By \_\_\_\_\_ Title \_\_\_\_\_

**SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**CHANGE ORDER NO. \_\_\_\_\_**

Project No. \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_

Project Address \_\_\_\_\_

Contractor \_\_\_\_\_

Change Ordered: \_\_\_\_\_

Reason for Change Order: \_\_\_\_\_

**CONTRACT AMOUNT**

Original Contract Amount \$ \_\_\_\_\_

Previous Change Orders \$ \_\_\_\_\_

Change Order Addition \$ \_\_\_\_\_

Change order Deduction \$ \_\_\_\_\_

Revised Contract Amount \$ \_\_\_\_\_

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This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.

\_\_\_\_\_  
Contractor Date \_\_\_\_\_

\_\_\_\_\_  
Owner (City/County) Date \_\_\_\_\_

\_\_\_\_\_  
Engineer \_\_\_\_\_

\_\_\_\_\_  
Grant Administrator Date \_\_\_\_\_

**Attachment 1**

**CONTRACT FOR BUILDING DEMOLITION SERVICES – VARIOUS RESIDENTIAL  
and RELATED STRUCTURES**

**THIS CONTRACT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between \_\_\_\_\_, of \_\_\_\_\_, hereinafter called the "Owner", and \_\_\_\_\_, of \_\_\_\_\_, hereinafter called the "Contractor".

**WITNESSETH:**

**WHEREAS**, the Owner proposes to finance in whole or in part the cost of **BUILDING DEMOLITION SERVICES** provided for in this Contract using federal Community Development Block Grant (CDBG) funds through the Florida Department of Community Affairs; and

**WHEREAS**, the Owner has accepted the Contractor's bid for the performance of such **BUILDING DEMOLITION SERVICES**, and the Owner desires to engage the Contractor to perform such **BUILDING DEMOLITION SERVICES** in accordance with the provisions of this Contract and applicable requirements of the CDBG program.

**NOW, THEREFORE**, for the considerations stated hereinafter, the Owner and the Contractor do hereby mutually agree as follows:

**GENERAL CONDITIONS**

Section 1. Structures to be Demolished

The structure(s) to be demolished pursuant to this Contract are located in the City of Lake Wales in Polk County, State of Florida, and are more particularly described in Attachment 2 (Bid Form).

Section 2. Contract Documents

The Contract Documents which comprise this Contract for **BUILDING DEMOLITION SERVICES** consists of the following documents:

- a) Instructions to bidders (bid package)
- b) This Contract (Attachment #1)
- c) Bid Form (Attachment #2)
- d) Demolition Specifications (Attachment #3)

Section 3.

Contract Price

Bidder agrees to provide building demolition services (as per Attachment 2, the Bid Form). Upon satisfactory completion of the **BUILDING DEMOLITION SERVICES** as provided for in this Contract and related documents, the Contractor shall be paid the amount of \$\_\_\_\_\_ hereinafter called the "Contract Price", unless the Contract price has increased or decreased as per a written change order.

Section 4.

Time of Completion and Liquidated Damages

Time of Completion and Liquidated Damages: Contractor agrees to commence work on date to be specified in a written "Notice to Proceed" of the work and fully complete the project within the agreed upon consecutive calendar days thereafter. Contractor agrees to also have the project substantially complete within the agreed upon consecutive calendar days from date of "Notice to Proceed." Contractor agrees also to pay as liquidated damages, the sum of \$250 for each consecutive calendar day thereafter as hereinafter provided by this bid package and Contract. The Bidder will be expected to complete **BUILDING DEMOLITION SERVICES** for all structures identified in the bid form shown by Attachment 2 within 120 days from the date to be specified in a written "Notice to Proceed", or within a time frame that is agreed to by Owner and Bidder.

The Contractor shall be responsible for scheduling the **BUILDING DEMOLITION SERVICES**, and for coordinating the operations of all trades, subcontractors, and suppliers engaged by the Contractor in connection with the work, in such manner as to assure the expeditious completion of the work.

Section 5.

Scope of Work

The Contractor shall furnish all necessary materials, equipment, tools, labor and supervision necessary to perform in a competent and workmanlike manner, all of the **BUILDING DEMOLITION SERVICES** provided for in this Contract relating to the described structures. No work will be provided beyond that which is included in the Bid Form (Attachment 2), unless a Change Order is approved by the Owner.

The Contractor shall report at once in writing to the Owner any error, omission, or inconsistency in the documents. Any necessary changes shall be adjusted by appropriate Change Order. However, if the Contractor fails to report any error, omission or inconsistency and installs work according to the error, omission or inconsistency, the Contractor shall bear all liabilities and costs attributable to such work.

Section 6.

Reserved

This Section is reserved.

Section 7.

Permits and Codes

The Contractor shall, at his own expense, secure all necessary permits and licenses required in connection with the performance of the **BUILDING DEMOLITION SERVICES** provided for in this Contract, and shall perform all such work in full compliance with the requirements of applicable codes, ordinances and regulations of the local government.

Section 8. Insurance

The Contractor shall maintain in force, between the time that the Contractor commences the Demolition Work provided for in this Contract and the time that such work is completed, comprehensive public liability insurance protecting the Owner for not less than \$100,000/\$300,000 in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors or suppliers, and such insurance or other coverage as is required by Florida law governing Workman's Compensation. Before commencing the Demolition Work provided for in this Contract, the Contractor shall furnish the Agency with certificates showing that the required insurance is in force. The Contractor's insurance policies shall also be submitted to the Agency for approval, and shall be endorsed to provide that the policies will not expire or be cancelled or changed until ten (10) days after written notice of expiration, cancellation or change has been delivered to the Agency.

The Owner shall also maintain in force during the same period a property and/or builder's risk insurance policy adequate to cover the existing property and the Demolition Work against damage or loss for which the Contractor is not responsible. Coverage shall provide for perils of fire and extended coverage of other forms of damage and/or loss, to the full insurable value of the property.

Section 9. Accident Prevention

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for damages to person or property, either on or off the site, which occur as a result of his execution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonable and necessary.

Section 10. Care of Work

The Contractor shall keep the premises clean and orderly during the course of the Demolition Work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion of the work. Materials and equipment that have been removed as part of the work shall belong to the Contractor, unless otherwise specified herein.

Section 11. Supervision of Work

The Contractor shall be responsible to the Owner for the acts and omissions of all his employees, and all subcontractors, their agents and employees, and all other persons performing any of the work under the Contract with the Contractor.

The Contractor shall at all times enforce strict and good order among his employees and shall not employ on the work any unfit persons or anyone not skilled in the task assigned to him.

The Contractor shall act as or employ a competent superintendent who shall regularly visit the project site during the progress of the work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed upon request in each case.

Section 12. Utilities

The Contractor will be responsible for providing any utilities that are required for his performance of the work.

Section 13. Contract Changes

No modifications of this Contract shall be made after its execution by the Contractor and the Owner except by written instrument signed by the Contractor, accepted by the Owner.

Section 14. Inspection

The Contractor shall permit inspection by the Owner and other appropriate officials in order to confirm that work is conducted in accordance with the terms and conditions of this contract, and that work is satisfactorily completed.

The Contractor shall also permit inspection by the Owner, the Florida Department of Community Affairs, and the United States Government of all contracts, materials, and payrolls and conditions of employment pertaining to the **BUILDING DEMOLITION SERVICES** being performed under this Contract.

Section 15. Payment of Contract Price

Full payment will be issued by Owner to Contractor upon completion of all work. Progress payments shall only be made for contracts over \$500,000 (and if Contractor has appropriate bonds and other assurances in place as specified by the bid package).

Section 16. Liens

At no time shall payment be due to the Contractor if there are outstanding liens or claims of liens on the job. Payment shall not be due until the Contractor provides all waivers or releases or liens, and satisfaction of any recorded lien, to the Owner, in care of the Agency.

The Contractor shall protect, defend and indemnify the Owner from any claims for unpaid work, labor or materials provided in performance of the Contract.

Section 17. Hold Harmless Clause

The Contractor shall indemnify, and hold harmless the Owner and Owner's officials and employees from all liability and claims for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of, or arising from, the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.

Section 18. General Guaranty

No provision in the Contract Documents shall constitute an acceptance of work not done in accordance with Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance. The Owner will give notice of observed defects with reasonable promptness.

Section 19. Assignment of Contract

The Contractor shall not assign this Contract without the prior written consent of the Owner.

Section 20. Owner's Right to Stop the Work

If the Contractor provides or fails to correct defective work, or fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

Section 21. Disputes

All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall be presented in writing by the Contractor to the Owner within five (5) days of commencement of the dispute. Such claim shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. The Owner will provide a written decision within five (5) days. Any appeals of the Owner's decision shall be presented in writing within five (5) days to the chief executive officer of the local government. The decision on the appeal will be provided in writing within five (5) days, and will be the final authority in dispute.



Section 22.

Termination by Owner

The Owner may terminate this Contract:

- a) if the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or
- b) if the Contractor persistently or repeatedly refuses or fails to perform expeditiously, except in cases for which an extension of time is provided, or
- c) if the Contractor fails or refuses to provide work in accordance with the Contract, including any approved Change Order, or
- d) if the Contractor fails to make payment to subcontractors or suppliers for materials or labor, of
- e) if the Contractor persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or
- f) if the Contractor is otherwise guilty of a substantial violation of a provision of the Contract Documents.
- g) If the Contractor knowingly uses employees or sub-contractors that are not legally allowed to work in the United States.

If Owner determines that cause for termination exists, Owner shall immediately issue written notice to the Contractor. Such notice shall terminate the Contractor after five (5) days unless the Contractor removes the cause for termination within five (5) days.

Upon termination of Contract, the Owner shall issue payment to the Contractor for the amount of work satisfactorily completed by the Contractor, subject to normal final payment procedures. The Owner may use the balance of the original contact amount at the time of termination to complete the w

Contract termination procedures as outlined herein shall not prejudice any other right or remedy to which the Owner would be entitled.

Section 23.

Termination by Contractor

The Contractor may terminate this Contract:

- a) if the work is stopped or to be stopped for a period of twenty (20) days or longer due to an act of God, or due to an order of an appropriate court through no fault of the Contractor, or
- b) if the work is stopped for a period of five (5) consecutive days due to failure of the Owner to provide necessary and reasonable information, services, or cooperation.

The Contractor shall present a written statement of cause for termination to the Owner. Such notice shall state the cause for termination, and shall provide that the Contract shall automatically terminate upon five (5) days written notice unless the Owner removes the cause for termination within the five (5) days.

Upon termination of Contract, the Owner shall issue payment to the Contractor for the amount of work satisfactorily completed by the Contractor, subject to normal final payment procedures.

Section 24. Interest of Federal, State, and Local Officials

No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of the CDBG program referred to in this Contract, or in any benefit to arise from the same.

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or subcontract, or the proceeds, thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

Section 25. Disclaimer

The Contractor and Owner hereby acknowledge that this Contract is solely between the Contractor and Owner and that the Florida Department of Community Affairs or other agencies that may provide funding for this project are not parties to this Contract; have no interest in this Contract; and are acting solely as conduit(s) through which public funds are made available to the Owner for demolition of property. Any causes or actions, suits, dues, sum of money, accounts, variances, damages and liabilities whatsoever both in law and equity which may arise as a result of this project will be between the Owner and Contractor.

Section 25. Compliance with Contract, Bid Documents and Bid Form

This agreement for **BUILDING DEMOLITION SERVICES** consists of:

- Instructions to bidders (bid package)
- This Contract (Attachment #1)
- Bid Form (Attachment #2)
- Demolition Specifications (Attachment #3)

Contractor and Owner agree to comply with the provisions and requirements of these documents which in their entirety are considered the contract documents for **BUILDING DEMOLITION SERVICES**.

Section 26. Compliance with CDBG Special Conditions

The Contractor and Owner agree to comply with the CDBG Special Conditions attached hereto as Exhibit A. Any conflicts between the provisions of this contract and the provisions of Exhibit A shall be resolved in favor of the provisions in Exhibit A.

**IN WITNESS WHEREOF**, the Contractor has executed this Contract as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, and the Owner has executed this Contract as of the date above first written.

Attest:

City of Lake Wales

\_\_\_\_\_  
City Clerk, City of Lake Wales

\_\_\_\_\_  
City Manager, City of Lake Wales

\_\_\_\_\_  
Date

Witness:

CONTRACTOR:

\_\_\_\_\_  
BY:

\_\_\_\_\_  
BY:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

Approved by the Lake Wales City Commission on \_\_\_\_\_, \_\_\_\_ 2007.

Exhibit A

**CDBG SUPPLEMENTAL CONDITIONS**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

1. Termination (Cause and Convenience)
2. Access to Records
3. Retention of Records
4. Remedies
5. Environmental Compliance (Clean Air Act and Clean Water Act)
6. Energy Efficiency
7. Special Equal Opportunity Provisions
8. Conflict of Interest
9. Utilization of Minority and Women's Businesses
10. Federal Labor Standards Provisions (Davis-Bacon, Copeland, and Contract Work Hours Act)
11. Guidance to Contractor for Compliance with Labor Standards Provisions

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**1. Termination (Cause and/or Convenience)**

(a) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

(1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and

(2) an opportunity for consultation with the terminating party prior to termination.

(b) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

(c) If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but

(1) no amount shall be allowed for anticipated profit on unperformed services or other work, and

(2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

(e) Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

(f) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

## **2. Access to Records**

The local government, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

## **3. Retention of Records**

The contractor shall retain all records relating to this contract for five years after the local government makes final payment and all other pending matters are closed.

## **4. Remedies**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

## **5. Environmental Compliance**

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

## **6. Energy Efficiency**

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

## **7. SPECIAL EQUAL OPPORTUNITY PROVISIONS**

### **A. Activities and Contracts Not Subject to Executive Order 11246, as Amended**

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

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

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment 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.

(2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

### **B. Executive Order 11246 (contracts/subcontracts above \$10,000)**

#### **(1) Section 202 Equal Opportunity Clause**

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

(a) 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 a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) 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 without regard to race, color, religion, sex, or national origin.

(c) 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 Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) 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 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 Department may direct as a means of enforcing such provisions, including sections of noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)

(a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide, Florida)

Minority participation (18.0% Polk County, Florida)

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established or the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is the county in which the contract work is being undertaken.

(3) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

(a) As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
3. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.
4. "Minority" includes:
  - (I) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);



- (II) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (III) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
- (IV) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The Contractor shall implement the specific affirmative action standards provided in paragraphs (7) 1. through 16. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

(5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

(7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort

to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record

shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Validate all tests and other selection requirements if required under 41 CFR 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations ((7) 1. through 16.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7) 1. through 16. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to

documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.

(9) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

(10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(12) The Contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Nonsegregated Facilities (over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

(1) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder

prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(3) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

G. Section 503 Handicapped (Contracts \$2,500 or Over)

(1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the

law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(5) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(6) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

### **8. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS**

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

### **9. UTILIZATION OF MINORITY AND WOMEN FIRMS (M/WBE)**

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- \* the State of Florida at 904-487-4698 (all goods and services)
- \* the State of Florida at 904-921-7370 (construction services, particularly highway)
- \* Minority Business Development Center in most major cities
- \* local government M/WBE programs in many large counties and cities

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

**10. FEDERAL LABOR STANDARDS PROVISIONS  
(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)**

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. Labor Provisions**

**1. Davis Bacon - NA.**

**2. Davis Bacon - NA.**

**3. Davis Bacon - NA.**

**5. Compliance with Copeland Act Requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

**7. Contract Termination, Debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon Requirements.** Not Applicable.

**9. Disputes Concerning Labor Standards - Davis-Bacon Requirements.** Not Applicable.

**10.(i) Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts, HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract, HUD contract or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration. . . makes, utters or publishes any statement, knowing the same to be false. . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be



instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** As used in the paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition

of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**11. Guidance to Contractor for Compliance with Labor Standards Provisions -- Davis-Bacon Requirements.** Not Applicable.

**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of Lake Wales employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a city employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_ NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

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FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO. \_\_\_\_\_

**Attachment 2**

**BID FORM**

**BUILDING DEMOLITION SERVICES**

**VARIOUS RESIDENTIAL and RELATED STRUCTURES**

**Bid #\_**

**BID Sheet**  
**TABLE 1: SCOPE OF WORK**

<b>BUILDING/ADDRESS</b>	<b>SIZE (FT<sup>2</sup>)</b>	<b>TYPE OF STRUCTURE</b>	<b>TYPE OF DEMOLITION</b>	<b>BID PER ADDRESS</b>
<b>306 Polk Ave</b>	<b>800</b>	Residential	WET	\$
<b>425 D Street</b>	<b>1,048</b>	Residential	WET	\$
<b>206 Stuart Ave W</b>	<b>1125</b>	Residential	WET	\$
<b>209 Sessoms St W</b>	<b>1580</b>	Residential	WET	\$
<b>536 Washington</b>	<b>492</b>	Residential	WET	\$
<b>406 Lincoln</b>	<b>644</b>	Residential	WET	\$
<b>Intersection of MLK and Doresett Street</b>	<b>1,830</b>	Building Shell	WET	
			<b>Total bid Amount</b>	<b>\$</b>

Please indicate a bid price itemized by address. All structures will be demolished using the wet-demolition method. The City plans to award one demolition contract to the bidder with the lowest total bid amount. We are asking for cost per house in case one or more houses need to be removed from the group. The City of Lake Wales reserves the right to eliminate any structures from the bid before or after the bid is awarded. If a house is removed, the awarded contract amount will be reduced by the amount specified for the house in the bid sheet. Bid prices shall remain in effect for 90 days after the bids are opened.

**ATTACHMENT # 3**

**BUILDING DEMOLITION SPECIFICATIONS**

**VARIOUS RESIDENTIAL and RELATED STRUCTURES**

**BID #07-137**

## **GENERAL**

This Project consists of the following:

- Demolition and removal of buildings and structures
- Demolition and removal of site improvements adjacent to the building or structure to be demolished
- Removal of below-grade construction and utilities
- Disconnecting, sealing/capping in place site utilities that cannot be removed

## **REGULATORY REQUIREMENTS**

The work shall comply with all applicable Federal, State and local laws, ordinances and regulatory requirements, including, but not limited to, the following:

- United States Environmental Protection Agency (EPA), 40 CFR Part 61, Subpart M, National Emission Standards for Hazardous Air Pollutants.
- United States Occupational Safety and Health Administration (OSHA), 29 CFR Part 1926.1101, Asbestos in Construction.
- United States Occupational Safety and Health Administration (OSHA), 29 CFR Part 1910.134, Respiratory Protection.
- Chapter 469, Florida Statutes, The Asbestos Practice Act.

## **SUBMITTALS**

The Contractor shall submit three (3) copies of the following with the bid:

- Statements verifying intent to comply with applicable Federal, State and local laws, ordinances and regulations, and applicable industry standards.
- Original certificates of insurance in accordance with the Contract Documents and Florida Statutes.
- A list of all violations or citations issued by any Federal, State or local regulatory agency within the preceding 2 years.

Demolition Plan – the Contractor shall prepare a Demolition Plan that describes the procedures typically used when demolishing structures. At a minimum, the Demolition Plan should include the following:

- General environmental protection, dust control and noise control measures to be used during demolition.
- Sequence of demolition and removal work, with estimated starting and ending dates (or timeframes if dates cannot be determined using available information) for each activity including the coordination for shutoff and capping of utility services.
- Procedures and/or processes for removal of underground construction and utilities to a depth of 24 inches below grade.
- Statement that the Contractor will demolish the structures using the wet demolition method.

Submit three (3) copies of the following within 10 days of completion of the work:

- Inventory – Contractor agrees to submit a list of items that have been removed and salvaged after the demolition has been completed
- Land Fill Records – Contractor will indicate receipt and acceptance of hazardous waste by land fill facility licensed to accept hazardous wastes and/or asbestos.
- Statement of Refrigerant Recovery – Remove and store refrigerant according to 40 CFR 82 and regulations of authorities having jurisdiction.

## **QUALITY ASSURANCE**

Qualifications – Bids will be accepted only from firms that have successful experience in demolition work similar in materials and extent included in this bid package.

Refrigerant recovery technician qualifications: RESERVED

Regulatory Requirements - Bidder must agree to comply with disposal regulations of authorities having jurisdiction.

Standards: Bidder agrees to comply with ANSI A10.6 and NFPA 24 standards.

## **PROJECT CONDITIONS**

Structures to be demolished will be vacant and their use discontinued before the start of work.

Owner assumes no responsibility for buildings and structures to be demolished

Conditions existing at time of inspection for bidding purposes will be maintained by Owner as far as practical.

Storage of sale of removed items or materials on-site is not permitted.



## **PROJECT IMPLEMENTATION**

Successful Bidder shall:

Survey existing conditions and correlate with requirements indicated to determine extent of building demolition required.

Review documents depicting existing conditions. Owner does not guarantee that existing conditions are the same as those indicated in project documents.

Inventory and record the condition of items removed and salvaged

When unanticipated conditions are encountered on the site that would affect the project scope, schedule or accomplishments, promptly inform the Owner.

## **PREPARATION**

Refrigerant - Remove and store refrigerant according to 40 CFR 82 and regulations of authorities having jurisdiction.

Existing Utilities – Locate, identify, disconnect and seal/cap off utilities serving structures to be demolished.

Underground utilities are to be removed/capped/sealed as specified by Owner to a depth of 24 inches below grade.

Existing Utilities – Do not start demolition work until utility disconnecting and sealing/capping have been completed and verified by Owner.

Temporary Shoring – Provide shoring, bracing or structural support during demolition to prevent unexpected movement or collapse as needed during demolition.

## **PROTECTION**

Existing Facilities – Protect adjacent buildings and facilities during demolition

Existing Utilities – Do not disrupt existing utilities serving adjacent structures unless authorized to do so by Owner.

Temporary Protection – Erect temporary protection such as walks, fences, wall, railings were required by Owner and authorizes having jurisdiction.

## **DEMOLITION GENERAL**

Demolish indicated existing buildings and structures completely. Use methods required to complete the work within the limitations of governing regulations, including, but not limited to:

-The wet demolition method will be used do demolish each structure.

-Do not use cutting torches unless area is cleared of flammable materials

-Maintain adequate ventilation when using cutting torches.

### **SITE ACCESS AND TEMPORARY CONTROLS**

Conduct building demolition and debris removal operations to ensure minimum interference with roads, streets, walkways and adjacent occupied facilities.

Use water mist and other suitable methods to limit spread of dust and dirt. Ensure that adjacent structures are not flooded when using water as part of the demolition process.

### **MECHANICAL DEMOLITION**

Demolish multi-story structures systemically, from higher to lower level (or as approved by Owner).

Concrete Slab on Grade - Remove all concrete slab on grade

Equipment – Disconnect equipment at nearest fitting connection to series and remove whole unit, complete with controls.

Below Grade Construction – Demolish foundation walls, footings and other below grade construction and utilities to a depth of 24 inches below grade.

### **SITE RESTORATION**

Below Grade Areas – Completely fill below grade areas and voids resulting from building demolition operations with satisfactory soil materials.

Site Grading – Uniformly rough grade area of demolished construction to a smooth surface free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades. Seed the demolished area with grass seed.

### **RECYCLING DEMOLISHED MATERIALS**

Recycling Incentive: Revenues, saving, tax credits, rebates and other incentives received for recycling building demolition materials shall accrue to the Contractor.

### **DISPOSAL OF DEMOLISHED MATERIALS**

Removed demolished materials (except of recycled materials) shall be legally disposed of in an EPA/DEP approved land fill.

Burning – do not burn demolished materials

**CLEANING** Clean adjacent structures of dust, dirt, debris caused by building demolition. Return adjacent areas to conditions existing before demolition operations began.