

THE CITY OF

# DUBUQUE

*Masterpiece on the Mississippi*

**City of Dubuque House Moving/Relocation Sale**

**6450 Pennsylvania**



**Request for Bids**

**Bidding Submission/Deadline**

**August 31, 2017**

## CITY OF DUBUQUE HOUSE FOR SALE AND RELOCATION

Sealed bids are being accepted for the house located at 6450 Pennsylvania Avenue to be sold, moved and relocated. The City will receive sealed bids for the house until 10:00 a.m., August 31, 2017. Please note the following regarding the house sale and relocation:

**SECTION 1. INSPECTION OF THE SITE.** Each prospective bidder is encouraged to visit the site of the house to be sold, moved and relocated to fully acquaint the bidder with the existing conditions relating to the site and to inform the bidder as to the facilities involved, the difficulties and the restrictions related to the performance of the terms and conditions of the Agreement to be awarded. The successful bidder by the submission of its bid will in no way be relieved of any obligation under this Request for Bids due to the bidder's failure to examine the site and acquaint itself with the conditions there existing. The City will reject any claim based on facts regarding which the bidder should have been aware of as a result of its inspection or failure to inspect. **A representative from the City will be available at the location on August 16<sup>th</sup> from 12pm to 2pm, August 19<sup>th</sup> from 10am to 12pm and August 22<sup>nd</sup> from 9am to 11am for viewing. Please contact the City Engineering Department with questions at 563-589-4270.**

**SECTION 2. AGREEMENT.** The Agreement to be awarded to the successful bidder will include the following provisions:

2.1. Insurance Requirements. Buyer must provide evidence of insurance as described in the attached Insurance Schedule B. Any structural building moving company hired by Buyer must comply with attached Insurance Schedule T.

2.2 Performance Guarantee. Buyer must provide a performance guarantee issued to the City of Dubuque in the form of a certified check, a bank line of credit, or a performance bond. The performance guarantee must be in the amount of \$10,000 or equal to the purchase price, whichever is greater. The performance guarantee will be returned to the Buyer upon completion of the house purchase, move and relocation upon satisfactory completion of the terms and conditions of the Agreement.

If the Buyer fail to purchase, move and relocate the house, thereby defaulting on the terms and conditions in the Agreement, Buyer agrees to forfeit the performance guarantee to the City.

2.3. Dismantling Or Other Work And Moving. Buyer assumes all risks following the closing on the purchase of the house for the dismantling or other work and moving to be performed by Buyer. Buyer must indemnify and hold the City harmless from and against all liability, claims and demands on account of personal injuries, including death, or property loss and damage to others arising out of or in any manner connected with the performance of such work, and caused by Buyer, Buyer's subcontractor(s), or its employees or invitees, and Buyer will at its own expense defend any and all actions based thereon and will pay all charges of attorneys and all costs and other expenses arising therefrom.

2.4. Subcontract Work. If Buyer elects to hire a subcontractor(s), Buyer's subcontractor(s) will be bound by the same terms and conditions as Buyer under the Agreement, including, but not limited, to Section 1, Insurance Requirements.

2.5. Purchase As-Is, No Warranty. The City makes no representation, and specifically disclaims any warranty, implied or expressed, verbal or written, as to the condition, quality, or serviceability of the house or any environmental condition concerning or affecting the house for any particular purpose. Buyer specifically acknowledges that Buyer is not relying on, and the City hereby disclaims, any representations or warranties made by or on behalf of the City of any kind or nature whatsoever. Buyer further understands that, by purchasing the house, Buyer is agreeing to accept the house in a strictly "WHERE IS - AS IS" condition.

2.6. Permits. Buyer is responsible for obtaining all required permits and complying with the conditions of the permit for moving the house.

2.7. Care Of Property. Buyer must maintain and take good and reasonable care of and not damage or destroy property outside the necessary disturbance limits for moving or dismantling the house or other associated work.

2.8. Other Terms And Conditions.

- a. Following the closing on the sale, Buyer is responsible for securing the house.
- b. Buyer agrees to remove the house from the property and relocate it to a new location.
- c. Buyer must pay all costs associated with the structural move of the house.
- d. If Buyer subcontracts with a structural building moving company, Buyer must represent and covenants that the subcontractor is qualified and fully insured in compliance with Section 1.
- e. Buyer must remove all of the building structure to foundation or ground level; the concrete foundation may remain.
- f. All existing exterior concrete pavement, driveway, sidewalk, steps may remain.
- g. The sale include all mechanical equipment, including but not limited to, furnace, air conditioner, hot water heater, water softener, and electrical panel. Any remaining mechanical equipment not salvaged by Buyer must be properly disposed of by Buyer.
- h. The City is responsible for the removal and disposal of all concrete foundation materials, the abandonment of the septic system and well.
- i. Seller must disconnect all utilities, including water service, electric, natural and propane gas service.
- j. If necessary for the moving, dismantling or other associated work, Buyer provide at its cost any and all temporary grading within the necessary disturbance limits on the property. Buyer must restore the site to original grade or to a condition acceptable to the City.

- k. If necessary for the moving, dismantling or other associated work, Buyer must remove and dispose of any landscaping, plantings or vegetation on the property.
- l. If necessary for the moving, dismantling or other associated work, Buyer must cut down, remove and dispose of any trees within the necessary disturbance limits on the property, subject to the approval of the Seller. If Buyer subcontracts with a tree removal company, the subcontractor must be qualified and fully insured in compliance with Section 1, Insurance Requirements.
- m. If necessary for the moving, dismantling or other associated work, Buyer must remove and dispose of any brick or masonry from the property.
- n. Buyer must dispose of the following solid waste materials at the Dubuque Metropolitan Area Solid Waste Agency Landfill: All loose foam, cork, insulation or materials with foam, cork, and insulation attached which cannot be separated, roofing materials, siding, drywall, and carpeting.
- o. Upon completion of the moving and relocation of the house from the property, Buyer must remove and dispose of all debris, including solid waste materials, resulting from the moving operations, leaving the site reasonably clean and acceptable to the City.
- p. If debris or materials resulting from the moving operations remain on the property and the City is required to remove and dispose of such debris or materials, Buyer agrees to forfeit all or a portion of the performance guarantee to recover the City's costs.

2.9. **Indemnification.** Buyer waives any and all claims against the City and its agents, officers, or employees for damages for personal injury or for property damage that may arise out of the performance of the Agreement. Buyer agrees to defend and indemnify the City and its agents, officers, or employees, from any claims brought against the City or its agents, officers, or employees by Buyer, its agents and employees or by a third party which arise out of the performance of the Agreement by Buyer.

**SECTION 3. AWARD OF AGREEMENT; REJECTION OF BIDS.** The City reserves the right to reject any and all bids, to accept bids in whole or in part, and to withdraw any item from sale at any time when in the best interest of the City. An Agreement will be awarded to the highest responsive, responsible bidder. In the event of multiple identical high bids, the earliest received bid will prevail. The City will notify bidders of the results.

**SECTION 4. PURCHASE PRICE AND MANNER OF PAYMENT.** The total purchase price for the house is to be paid by the Buyer to the City as follows:

4.1. **Earnest Money Deposit.** An earnest money deposit in the amount of 20% of the purchase price, must be included with the bid and will be refunded if the bidder is awarded the Agreement. Earnest money deposit is non-refundable to the successful bidder.

4.2. **Final Payment.** Final payment of the remaining balance of the purchase price is due at the Closing in the amount of the bid price, less the earnest money, payable by cash or certified check made payable to the City of Dubuque.

4.3. **Sufficient Funds.** By submitting a bid Buyer represents that it has sufficient funds to purchase the house. Buyer agrees that its obligation to purchase the house is not contingent upon receipt of financing for any portion of the purchase price.

**SECTION 5. BILL-OF-SALE / CLOSING.** The City upon receipt of final payment, a signed Agreement, and compliance with all terms of the Agreement, will issue a bill of sale to Buyer at the Closing which will convey and transfer ownership of the house.

**SECTION 6. POSSESSION AND RELEASE OF SITE.** Buyer must take possession of the house following the Closing.

**SECTION 7. COMPLETION DATE.** Buyer must have the house removed from the property and the site cleared as required by the Agreement by no later than December 1, 2017. Buyer may request an extension of time which may or may not be granted in the sole discretion of the City.

**SECTION 8. BIDDING SUBMISSION/DEADLINE.** The bid purchase price must remain firm for a 45-day period after the due date. Bids must be submitted on attached bid sheet before 10:00 a.m. on August 31, 2017 to:

City Clerk  
City Hall-1<sup>st</sup> Floor  
50 West 13th Street  
Dubuque, Iowa 52001

Bids must be submitted on the attached bid sheet in a sealed envelope and marked "6450 Pennsylvania House Sale". FAXED and EMAILED bids will not be accepted.

**CITY OF DUBUQUE  
6450 PENNSYLVANIA HOUSE BID SHEET**

**Bidder Name:**

---

**Address:**

---

**Phone Number:**

**Cell Phone Number:**

---

**Email Address:**

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**Bid Amount for House:**

\$ \_\_\_\_\_

**Print Name:**

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**Signature:**

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**Date:**

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**SUBMISSION CHECKLIST:**

**Completed bid form**

**Earnest money check in the amount of 20% of bid amount**

## INSURANCE SCHEDULE F

### Class A:

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

### Class B:

Chemical Spraying	Landscaping	Rough Carpentry
Doors, Window & Glazing	Masonry	Stump Grinding
Drywall Systems	Vehicular Snow Removal	Tank Coating
Fertilizer Application	Painting & Wall Covering	Tree Removal
Geotech Boring	Pest Control	Tree Trimming
Insulation	Scaffolding	Tuckpointing
Finish Carpentry	Sidewalks	Waterproofing
	Plastering	Well Drilling

### Class C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

## INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Finance Director. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #\_\_\_\_\_ Project name: \_\_\_\_\_ or Project Location at \_\_\_\_\_ or construction of \_\_\_\_\_.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the \_\_\_\_\_ Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements to various policies shall be attached to the certificate of insurance.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit then the contractor's limits shall be this agreement's required limits.

## **INSURANCE SCHEDULE F (continued)**

**EXHIBIT I**

**A) COMMERCIAL GENERAL LIABILITY**

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG0001 or business owners form BP0002. All deviations from the standard ISO commercial general liability form CG 0001 or business owners form BP 0002 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include an endorsement that deletes any fellow employee exclusion.
- 6) Include additional insured endorsement for:  
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 7) The additional insured endorsement shall include completed operations under ISO form CG 2037 during the project term and for a period of two years after the completion of the project.
- 8) Policy shall include Waiver of Right to Recover from Others endorsement.

## **B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

## Nonelection of Workers' Compensation or Employers' Liability Coverage under Iowa Code sec. 87.22

yes      form attached

## **INSURANCE SCHEDULE F (continued)**

## C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

**D) UMBRELLA/EXCESS LIABILITY**

Umbrella liability coverage must be at least following form with the underlying policies included herein.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

**E) ENVIRONMENTAL IMPAIRMENT LIABILITY OR POLLUTION LIABILITY**

Coverage required:  yes  no

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence \$2,000,000  
Policy Aggregate \$4,000,000

- 1) Policy to include premises and transportation coverage.
- 2) Include additional insured for:  
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) as stated in A(6) above.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.

## **INSURANCE SCHEDULE F (continued)**

### **F) RAILROAD PROTECTIVE LIABILITY**

Coverage required:    yes   X   no

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad or effecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing for which an easement or license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$\_\_\_\_\_ each occurrence (per limits required by Railroad)

\$\_\_\_\_\_ policy aggregate (per limits required by Railroad)

OR

An endorsement to the Commercial General Liability policy equal to ISO CG 2417 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

## PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

# SPECIMEN

## INSURANCE SCHEDULE P

1. \_\_\_\_\_ (Contractor) shall furnish a signed certificate of insurance to the City of Dubuque for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Finance Director. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project #\_\_\_\_\_.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the \_\_\_\_\_ Department of the City of Dubuque.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements to various policies shall be attached to Certificate of insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the approval of the Finance Director and subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Contractor shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the Contractor's limits of liability are higher than the required minimum limits then the Contractor's limits shall be this Agreement's required limits.
9. Whenever an ISO form is referenced the current edition of the form must be used.

## INSURANCE SCHEDULE P (continued)

### EXHIBIT I

#### **A) WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

#### **B) AUTOMOBILE LIABILITY**

Bodily injury and property damage limit of liability: \$1,000,000

#### **C) COMMERCIAL GARAGE LIABILITY**

General Aggregate Limit	\$2,000,000
Products-Completed Operation Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG0001 or business owners form BP0002. All deviations from the standard ISO Garage Liability form shall be clearly identified.

Include an endorsement indicating that coverage is primary and non-contributory.

Include Preservation of Governmental Immunities endorsement. Sample attached.

Include an endorsement that deletes any fellow employee exclusion.

Include additional insured endorsement for: "The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers.

Policy shall include Waiver of Right to Recover from Others endorsement.

#### **D) GARAGE KEEPERS LIABILITY**

(to include "on-hook")	\$250,000
Comprehensive	
Collision	

This coverage shall be primary and not excess.

## PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

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