

CITY OF DUBUQUE HEALTHY HOMES PROGRAM

BID AND PROPOSAL

Specification for the residence of 725 Kane

Proposal of _____ hereafter called (“BIDDER”), organized and existing under the laws of the State of Iowa doing business as Corporation (insert “a corporation”, “a partnership”, or “an individual” or as legally applicable).

To the City Council of the City of Dubuque, Iowa (hereinafter called “CITY”).

In compliance with your advertisement for bids, BIDDER hereby proposed to perform all work for the property of **OWNER**, located in Dubuque, Iowa, in strict accordance with the contract documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, each BIDDER certifies, and, in the case of joint bid, each party thereto certifies as to their own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter related to this bid with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project with **14 consecutive calendar days** thereafter, unless special approval is obtained by the CITY. The Notice to Proceed will be issued within 10 days of the contract signing date.

BIDDER acknowledges receipt of the following:

1. Bids shall include all applicable taxes and fees.
2. BIDDERS shall not add any conditions or qualifying statements or modify this proposal, unless alternate is requested, or the proposal may be declared irregular as being not responsive to the notice.
3. Do not include sales tax in your line item bid amounts. The CITY will issue a sales tax exemption certificate for this project.
4. When BIDDERS are completing bids on a multi-unit complex they will complete separate bids and proposals per unit; however the BIDDER with the lowest combined total (all units combined into one sum) will be awarded the work for all units.
5. **If this project bid is at or exceeds \$25,000.00**, a 100% payment and performance bond and one-year maintenance bond is required at or prior to Healthy Homes contract signing. (Sample of bond can be found as an attachment to the Invitation to Bid and obtained from your Insurance provider)
6. Provide **BID SECURITY or BID BOND** (5% of total bid) with bid **if this project bid is at or exceeds \$25,000.00** – The required bid security will be returned as soon as possible to all but the selected bid. The selected bidder will have the bid security returned after the Performance and Maintenance bond is received at contract signing. Payment can be in the form of a cashier’s check, certified check or a bid bond (obtained from insurance provider).

The CITY may reject line items or entire bids if the bids are 10% higher than the construction estimates. The CITY reserves the right to delete items from a bid in order to accomplish the project within the construction budget. BIDDER agrees to perform all the work described in the contract documents.

This project is funded in part by U.S. Department of Housing and Urban Development (HUD) and is being administered by City of Dubuque. Compliance with all applicable federal, state, and local laws, rules, and regulations is required, including compliance with the applicable Secretary of the Interior’s Standards and Guidelines.

BIDDER INFORMATION and TOTAL BID

BIDDER agrees to perform all the work described in the contract documents and the above project specifications for the above indicated residence at the following indicated price, and all bids shall include all other applicable fees. Bid must be typed or in ink. Bids as received must be for execution of the entire job as called for in the project specifications provided. Each item is to be bid as a sperate item and rounded to the nearest dollar. The individual line items are to be totaled to equal bid amount as entered in the bid summary. **Do not include alternate bids, unless requested, in bid summary price.** It is expressly understood that the foregoing total bids is the basis for establishing the amount of bid security and is for comparison for bids only and is not to be considered or construed to be a lump sum proposal. It is the right of the City of Dubuque to delete line items if necessary.

Do not include sales tax in your bid.

Grand Total Construction Bid \$ _____
includes construction, cleaning and performance/maintenance bond (if applicable)

Bidder _____ Cell Number _____

Firm/Construction Name: _____
(legal name listed on insurance documents)

Address _____ City/State/Zip _____

Mailing Address (if different than above) _____

Email address _____ Office Phone _____

Contractor DUNS Number _____ Federal Tax ID Number _____

Iowa Contractor License Number _____ Number of Employees _____

Signature: _____

Name (typed or printed): _____

Title: _____ Date: _____

Attach the following information to your bid:

- 1. Proof of contractor's general insurance certification only (Additional waivers will be needed after bid is awarded)
- 2. Bid Security or bid bond (5% of total bid if over \$25,000)

Incomplete bids may be rejected

PROJECT SUBCONTRACTORS and/or SUPPLIERS

The contractor certifies, under penalty of perjury, that by submitting this bid and in accordance with the following complete list of all subcontractors and suppliers, if any, to whom the contractor has awarded a construction contract, under the terms of which they are to furnish material and/or labor to incorporate in the real property. The contractor will notify the City of any additional/deletions/changes to the information provided herein as soon as the information is available.

This project is funded in part by the U.S. Department of Housing and Urban Development (HUD) and is being administered by and through the City of Dubuque. Compliance with all applicable federal, state, and local laws, rules, and regulations is required, including compliance with the applicable Secretary of the Interior's Standards and Guidelines.

- Print the general contractor and all subcontractor license(s) from the state website and attach them to your bid. State website: <http://www2.iwd.state.is.us/contractor.nsf>
- List all subcontractors/suppliers used for this project (attach additional sheets if needed) and provide the following information for each subcontractor/supplier.

1.	_____	_____	_____	_____	_____
	Business Name	DUNS #	TAX ID #	IA Contractor #	Phone
2.	_____	_____	_____	_____	_____
	Business Name	DUNS #	TAX ID #	IA Contractor #	Phone
3.	_____	_____	_____	_____	_____
	Business Name	DUNS #	TAX ID #	IA Contractor #	Phone
4.	_____	_____	_____	_____	_____
	Business Name	DUNS #	TAX ID #	IA Contractor #	Phone
5.	_____	_____	_____	_____	_____
	Business Name	DUNS #	TAX ID #	IA Contractor #	Phone

I, _____, (Print Name) certify that the above/attached subcontractors/suppliers will be used for this project and the above/attached list of subcontractors and/or suppliers is complete, and the City Healthy Homes Inspector will be notified by the signing contractor if any additions or deletions were made from this given list.

Signature: _____ Date: _____

BID SECURITY or BID BOND
(If total bid \$25,000 or above)

Accompanying this bid is a _____
(Insert: "Certified Check", "Cashier's Check", "Certified Share Draft", "Bid Bond" as applicable)

in the amount of (5% of the total bid amount) \$_____ payable to the *City of Dubuque*, which it is agreed to be forfeited to the CITY if the undersigned fails to execute the contract in accordance with the form of contract incorporated in the contract documents and required by the contract documents within ten (10) days from Notification of Award of the contract to be undersigned. Checks submitted for bidding purposes will be returned as soon as possible after the bid opening for all but the low bidder.

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved to the CITY and OWNER to reject any or all proposals or to waive informalities and irregularities and to enter into such contracts that the CITY and OWNER deems to be in the best interest of the CITY and OWNER. It is further understood and agreed that this proposal may not be withdrawn for a period of thirty (30) days from the opening thereof.

The undersigned BIDDER understands that the contract(s), if awarded, will be awarded to the lowest responsible, responsive BIDDER(S) based on approved equipment, workload, and work history.

The undersigned also understands that he/she is to commence work on or before the date given in the Notice to Proceed and complete the work within the time period indicated in the contract documents, subject to any extension of time which may be granted by the CITY.

The undersigned BIDDER understands that the U.S. Department of Housing and Urban Development, or any authorized representatives shall have right of entry to the project site for access and inspection and proper facilities will be provided.

The *name and address of the insurance company* which BIDDER purposes to furnish the specified Certificates of Insurance is:

Name of Insurance Company	Address	State	Zip
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The project is funded in part by the U.S. Department of Housing and Urban Development (HUD).

The BIDDER is required to indicate the name and address of all subcontractors.

INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR part 135] is HUD's legislative directive for providing preference to low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training and contracting opportunities resulting from HUD-funded projects. The regulations seek to ensure that low- and very low-income persons, and the businesses that employ these individuals, are notified about the expenditures of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income as listed by household size in the table below.

A Section 3 business is defined as a business that is at least one of the following three:

- 51% owned by Section 3 residents
- Whose permanent, full-time staff is comprised of at least 30% Section 3 residents
- Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

1-person household	2-person household	3-person household	4-person household	5-person household	6-person household	7-person household	8-person household
\$46,450	\$53,050	\$59,700	\$66,300	\$71,650	\$76,950	\$82,250	\$87,550

Note: If your business meets the definition of a Section 3 Business, you may register as a Section 3 Business through HUD's website here: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 businesses.

Please complete the following:

1. If awarded a contract for this HUD funded project, do you anticipate hiring new employees to complete the project? (Hiring would be specific to this project)
 Yes No If yes, please estimate the number of employees to be hired: _____
2. Is your business a Section 3 Business? Yes No
3. Is the bidder willing to consider hiring Section 3 residents for future employment opportunities that are a direct result of this HUD funded project? Yes No
4. Is the bidder willing to consider subcontracting with Section 3 businesses for this project?
 XYes No

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 135). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to the City of Dubuque, Iowa on Section 3 efforts and accomplishments.

Name of Contracting Company	Address
Print Name	Title
Signature	Date

CONTRACTOR REQUIREMENTS

The City of Dubuque Housing & Community Development Department continually strives to improve Dubuque's housing stock through services to property owners and homeowners. To ensure that all housing projects are performed and completed to industry standards and health and safety standards, any contractor applying for inclusion in the Housing Programs: Rehabilitation, Resiliency, and Healthy Homes must first go through a thorough prescreening process. In order to qualify, contractors shall meet the following requirements:

- Be licensed by the State of Iowa, Department of Labor.
- Provide current and active insurance certificates that document sufficient insurance coverage as per Program requirements.
- Be approved by City as not being on the HUD's or the U.S. Department of Labor's (DOL's) list of debarred or suspended contractors: <https://www.sam.gov/portal/SAM#1>.
- Procurement verification.
- Organize and coordinate construction tradespersons.
- Vendor Set-Up form and W-9 form on file with the City of Dubuque Finance Department.
- Familiarity with City building codes and laws related to construction.
- Complete work on schedule, keep appointments and be on time.
- Follow program guidelines.
- Follow up on all complaints and negotiate a resolution of disputes in conjunction with City staff.

MINORITY AND WOMEN-OWNED BUSINESSES ARE ENCOURAGED TO APPLY, AS WELL AS SMALL, LOCAL, AND EMERGING CONTRACTORS.



Standard Specification Expectation – Healthy Homes Grant

- Any **Building Permit related questions should be directed to the Building Services** Department at 563.589.4150.
- All successful bids will be forwarded to the Building Services Department after contract signing for your convenience.
- All Mechanical, Electrical, and HVAC line items shall be completed by licensed trade professional as needed. Contact Building Services Department to determine if a permit is needed for these items and whom can complete the line item as specified.
- All work specified shall be in compliance with 2018 International Code Council (ICC) codes, found at <https://www.cityofdubuque.org/493/Current-Codes-and-Conditions>. Contact Alex Rogan in the Housing Department with code related questions: Office: 563.690.6097 or Mobile: 563.581.5664, arogan@cityofdubuque.org. Alex will also complete Final Inspections for Building Permits when work is complete.

General

- All work shall be of workmanlike manor and to finish standards of the City Healthy Homes Inspector.
- All wood used on exterior of structures shall be treated and mid-grade quality or approved equal by City Healthy Homes Inspector.
- All wood used on interior of structure shall be of mid-grade quality and free of knots, cracks, or otherwise deteriorated surfaces.
- Any amenity in unit that is present before construction need to remain after construction. For example: If t.v. cables are in the room they need to remain in the room after construction. (ie cables, phone wires, electrical outlet access.)
- Any mechanicals, windows, or doors shall have Energy Star rating.

Window Installation

All applicable permits apply. It will be the responsibility of the contractor to schedule the Building Department inspector to come to the project and approve the installation of the first window, per manufacturer recommendation. When project complete, the Contractor will be responsible for scheduling final inspection by the Building Inspector and FINAL ALL PERMITS pulled on the project. Proof of final permits will be required for final payment.

Location and measurement (if specific due to window type) of window will be specified on bid if needed. It will be the responsibility of the contractor to measure and ask Inspector if there are questions.

Replacement and new construction windows shall be Energy Star rated for the Northern Climate Zone and sized to fit the available opening. Window installation shall be according to manufacturer's written instruction. Replacement windows shall have a 10-year warranty minimum.

Insulation required on all new window installations as follows: Follow manufacturer recommendation for type and installation method for insulation. Further guidance should be directed to City Inspector.

When property is deemed National Register Eligible (NRE), the City's Planning Department shall approve window type and style prior to Contractor ordering windows for the project. Prior to install of windows, the Planning Dept or City Healthy Homes Inspector will ensure window style is approved on site and insulation technique agreed upon. Call the Planning Department at 563.589.4210.

General window installation expectation shall follow IRC code requirements as follows. If you have questions, contact Healthy Homes Inspector or Building Department Inspector for guidance.

Casement, Double Hung, Vinyl, and Pocket windows may all require slightly different manufacturer installation methods.

The code references Manufacturer's Installation recommendations. The code does detail requirements for replacement windows, anchoring, and flashing requirements. See those sections below.

R310.2.5 Replacement windows. Replacement windows installed in buildings meeting the scope of this code shall be exempt from the maximum sill height requirements of Section R310.2.2 and the requirements of Section R310.2.1, provided that the replacement window meets the following conditions: The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening. The replacement window is of the same operating style as the existing window or a style that provides for an equal or greater window opening area than the existing window.

1. The replacement window is not part of a change of occupancy.

SECTION R609 EXTERIOR WINDOWS AND DOORS

R609.1 General. This section prescribes performance and construction requirements for exterior windows and doors installed in walls. Windows and doors shall be installed and flashed in accordance with the fenestration manufacturer's written instructions. Window and door openings shall be flashed in accordance with Section R703.4. Written installation instructions shall be provided by the fenestration manufacturer for each window or door.

R609.7 Anchorage methods. The methods cited in this section apply only to anchorage of window and glass door assemblies to the main force-resisting system.

R609.7.1 Anchoring requirements. Window and glass door assemblies shall be anchored in accordance with the published manufacturer's recommendations to achieve the design pressure specified. Substitute anchoring systems used for substrates not specified by the fenestration manufacturer shall provide equal or greater anchoring performance as demonstrated by accepted engineering practice.

R609.7.2 Anchorage details. Products shall be anchored in accordance with the minimum requirements illustrated in Figures R609.7.2(1), R609.7.2(2), R609.7.2(3), R609.7.2(4), R609.7.2(5), R609.7.2(6), R609.7.2(7) and R609.7.2(8).

R703.4 Flashing. Approved corrosion-resistant flashing shall be applied shingle-fashion in a manner to prevent entry of water into the wall cavity or penetration of water to the building structural framing components. Self-adhered membranes used as flashing shall comply with AAMA 711. Fluid-applied membranes used as flashing in exterior walls shall comply with AAMA 714. The flashing shall extend to the surface of the exterior wall finish. Approved corrosion-resistant flashings shall be installed at the following locations:

1. Exterior window and door openings. Flashing at exterior window and door openings shall extend to the surface of the exterior wall finish or to the water-resistive barrier complying with Section 703.2 for subsequent drainage. Mechanically attached flexible flashings shall comply with AAMA 712. Flashing at exterior window and door openings shall be installed in accordance with one or more of the following:

- 1.1. The fenestration manufacturer's installation and flashing instructions, or for applications not addressed in the fenestration manufacturer's instructions, in accordance with the flashing manufacturer's instructions. Where flashing instructions or details are not provided, pan flashing shall be installed at the sill of exterior window and door openings. Pan flashing shall be sealed or sloped in such a manner as to direct water to the surface of the exterior wall finish or to the water resistive barrier for subsequent drainage. Openings using pan flashing shall incorporate flashing or protection at the head and sides.

- 1.2. In accordance with the flashing design or method of a registered design professional.

- 1.3. In accordance with other approved methods.
2. At the intersection of chimneys or other masonry construction with frame or stucco walls, with projecting lips on both sides under stucco copings.
3. Under and at the ends of masonry, wood, or metal copings and sills.
4. Continuously above all projecting wood trim.
5. Where exterior porches, decks, or stairs attach to a wall or floor assembly of wood-frame construction.
6. At wall and roof intersections.
7. At built-in gutters.

Paint Stripping

When stripping of a component is specified, photo/video or in person proof will have to be provided to inspector (and approved) prior to painting of component and payment for that item.

Handrails

All handrails shall have a height of not less than 34" and not more than 38" above the platform or stair nose. Allowable opening for guards is 4" sphere to a height of 34". Grip size handrails circular shapes: 1 ¼" minimum; 2" maximum. Non-circular: perimeter dimension of 4" minimum and 6 ¼" maximum with a 2 ¼" maximum cross-section. All handrails shall be graspable without barrier for full length. Handrails and guards must be able to withstand a uniform Load of 50 lbs/ft or a Concentrated Load of 200 lbs placed at the top of the handrail or guard.

Carbon Monoxide Alarm placement

A CO alarm must be installed on each level of the home outside of sleeping areas. On levels with no sleeping rooms, place in a central living area. They should be placed on the wall about 5 feet above the floor. The alarm should be installed at least 6 inches from all exterior walls and a least 3 feet from HVAC vents. CO alarms are recommended 5-20 feet from sources of CO such as a furnace, water heater, or fireplace. Choose locations free of obstructions, where the alarm will stay clean and protected from adverse environmental conditions. Do not place the unit in dead air spaces or next to a window or door.

Smoke Detector Placement

- Smoke alarms must be combination (ionization/photoelectric)
- Install smoke alarms outside sleeping area; one on every level of the home, including the basement.
 - On levels without bedrooms, install alarms in the living room (or den or family room) or near the stairway to the upper level.
 - Smoke alarms installed in the basement should be installed on the ceiling at the bottom of the stairs leading to the next level.
 - Smoke alarms should be installed at least 10 feet (3 meters) from a cooking appliance to minimize false alarms when cooking.
 - Mount smoke alarms high on walls. Wall-mounted alarms should be installed roughly 12 inches away from the ceiling.
 - If you have ceilings that are pitched, install the alarm within 3 feet of the peak but not within the apex of the peak (four inches down from the peak).
 - Don't install smoke alarms near windows, doors, fans, or ducts where drafts might interfere with their operation.

Additional items may be added as work continues throughout the grant. Last Revised 9/30/19

City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub-Subcontractors

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

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 Director of Finance and Budget or Designee. 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 Housing and Community Development 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 the subcontractor and the sub-subcontractor to obtain and maintain such coverages. The City may request a copy of the 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.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agent's name, phone number and email address.
11. The city of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by the Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk of other special circumstances during the term of the contract, subject to mutual agreement of the parties.

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 CF 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement from 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 (Same attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointment 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).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver 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.

INSURANCE SCHEDULE F (continued)

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

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$1,000,000.

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 contract value.

E) POLLUTION LIABILITY

Coverage required: ___ Yes ___ No

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESEVATION 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 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

EXHIBIT D

ADDITIONAL CONTRACTOR REQUIREMENTS

1. Contractor shall comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
- Section 104(b) and Section 109 of the Title I of Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
- The Age of Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq).
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C 794).
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
- Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u)
- Title VIII of the Civil Rights Act of 1968, as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
- Federal Executive Order 11246, "Equal Employment Opportunity," as amended
- Title II of the Americans with Disabilities Act of 1990
- Iowa Civil Rights Act of 1965 (Iowa Executive Orders 34 and Iowa Cody Chapter 19B.7)

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

2. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
4. Contractor shall send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor shall furnish all information and reports required by Executive Order No. 11246 of

September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7. In the event of Contractor's non-compliance with the nondiscrimination clause of this Contract or with any such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency. Contractor may request the United States to enter into such litigation to protect the interests of the United States.
9. Contractor shall comply with mandatory standards and policies to energy efficiency which are contained in the state energy conservations plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 889 Stat.871) 24 CFR part 35 et al
10. Construction Contracts In Excess of \$2,000. Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public work Financed in Whole or in Part by Loans or Grants from the United States"):

The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of pay for all hours worked in excess of 40 hours in the work week.

Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts of transportation or transmission of intelligence.

11. Contracts In Excess of \$10,000. Pursuant to Federal Executive Orders 11246 and 11375, during the performance of this contract, Contractor agrees as follows:
 - (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religions, sex or national origin. 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: advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) Contractor will, in all solicitations or advertisements for employees places by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Contract will comply with all provisions of Executive Order No. 11246 of September 21, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of Contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 f September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issue pursuant to Section 204 of Executive Order no. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contract will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

City of Dubuque
Healthy Homes Program
Contractor Bid Packet



Client Name: Karen Liljestrom

Address: 725 Kane

Bid Tour Date: 3.15.23

Bid Closing Date: 3.23.23

	QTY	CERTIFICATIONS	\$ HH
ROOM 1: LIVING ROOM			
1 Install LVT flooring with a minimum wear level of 14mL Allow homeowner to help choose 1 flooring	1		
2 Install base shoe prime and paint Sides A, B, C & D	4		
3 Install deadbold on exterior door	1		
ROOM 2: HALL			
4 Install base shoe prime and paint Sides A, B, C & D	4		
5 Install LVT flooring with a minimum wear level of 14mL Allow homeowner to help choose 5 flooring	1		
ROOM 3: BATHROOM			
ROOM 4: BEDROOM			
6 Install, prime, and paint window casing Sides A & B (W5 & W6)	2		
7 Professionally clean carpet	1		
ROOM 5: BEDROOM			
8 Install, prime, and paint window casing Sides B & C (W7 & W8)	2		
9 Professionally clean carpet	1		
ROOM 6: DINING ROOM			
10 Remove window and reinstall properly and seal Side C W9	1		
ROOM 7: KITCHEN			
11 Install code compliant GFCI outlet(s) above sink	2	ELECTRICAL	
12 Remove window and reinstall properly and seal Side D W10	1		
13 Install deadbolt on exterior door	1		
EXTERIOR:			
14 Install graspable hand rail on deck stairs Side C	1		
15 Repair the unlevel concrete from sidewalk to driveway Side C	1		
16 Repair/Replace the wiring to the exterior lights Side C	1	ELECTRICAL	
17 Purchase new and install outdoor fixture by back door Side C	1	ELECTRICAL	
OTHER:			
18 Permits required to complete work (Building, Engineering, etc.)	1		
19 Install carbon monoxide detector in correct location	1		
21 Install radon mitigation system	1	RADON	
TOTAL			\$ HH <input type="text"/>

NOTE: Refer to the 106 Review for all exterior work to be performed; all work must comply with the determinations by the State Historic Preservation Office. One window in each sleeping room must meet current EERO requirements.

The City may reject line items or entire bids if the bids are 10% higher than the construction estimates. The City reserves the right to delete items from a bid in order to accomplish the project with the construction budget.

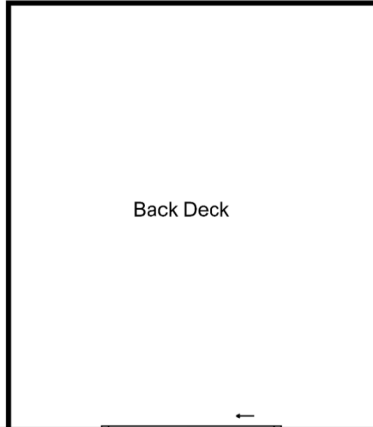
BID TOTAL \$

Contractor Signature: _____

Date: _____

725 Kane

C



W8

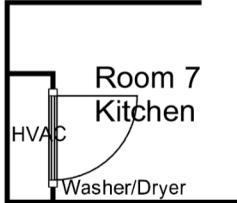
W9

W7

Room 5
Bedroom



Room 6
Dining Room

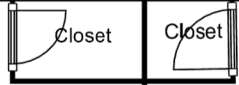


Room 7
Kitchen

W10

B

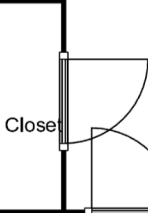
Room 2
Hallway



W6

Room 4
Bedroom

Room 3
Bathroom



Room 1
Living Room

D

W5

W4

W3

W2

W1

A

