

# CITY OF DUBUQUE HEALTHY HOMES PROGRAM

## BID AND PROPOSAL

### Specification for the residence of 2571 Central

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.

## LEAD CLEANING and LEAD TESTING

Please read and comply with the requirements below.

- Post proper sign on the exterior doors.
- The contractor must have a State approved HEPA vacuum while lead work is being completed.
- Provide cleaning of all areas of the house before the request for lead testing is requested. This will include providing plastic protection when removing windows, completing HEPA vacuum → wet wash → HEPA vacuum cleaning at all areas within the house and vacuuming with an approved HEPA vacuum.
- This also includes providing exterior ground protection while exterior work is being completed.
- Contractor is to cover all personal items within the structure while interior work is being completed.
- If the contractor fails the dust tests, the contractor will be required to pay the testing firm \$500.00 for each subsequent testing cycle until the house passes lead dust testing passed from a certified lab.
- Lead work must be completed in the shortest length of time as possible. 10-14 Days is the expectation to reach final dust wipe clearance, unless otherwise approved by the City Lead staff.
- The contractor has the right to temporarily change the house locks until lead testing is passed.
- The contractor is completely responsible to comply with all State Lead Hazard Reduction requirements as required by the State of Iowa or as directed. The City of Dubuque may not be held liable for contractor's said failure to follow Lead protocol.

**Notice of Lead testing guidelines. – Please sign below and return with your bid.**

Lead work line items must be completed in as few days as possible. Upon completion of Lead Hazard Control work, contractor shall contact the City Lead Inspector to schedule final dust wipes at the property. We randomly select four window troughs, four windowsills, four floor areas, and outside the front or back door. These randomly selected areas must test at or below the required micrograms per square foot square as determined by a certified independent laboratory. The City is currently using EHS Laboratories in Virginia for testing.

Remember that the training you received on **LEAD ABATEMENT CONTRACTOR or WORKER or LEAD Safe Renovation** is important and that the best way to prepare for the lead dust sampling is to HEPA vacuum → wet wash → HEPA vacuum. We will schedule this inspection at your request, and you must be finished cleaning at least one hour before we can test the home for dust. It is the contractor's responsibility to cover all personal items until the house is ready for lead dust testing.

If a surface fails within the house, such as a windowsill, **all other** like components within the house must be cleaned, tested, and found to be below Iowa limits, or an additional test will be required.

The residents will not be allowed to move back into the home until the lead dust tests come back below acceptable levels. In addition, final payment will not be made until lead testing is completed and certified at or below acceptable levels per HUD Regulation.

The contractor also understands that if lead hazards are noted within these specifications that the contractor submitting this bid will not complete any work unless the owner/tenant has been temporarily relocated as required by HUD regulations and in association with the City of Dubuque's Healthy Homes grant. This is a mandatory requirement and funds are available to the residents for temporary relocation expenses. The residents may not move back into the structure until the house is approved lead safe by the City Lead Inspector.

Any citations, fines, or non-compliance issues are the responsibility of the firm completing lead work, not the testing agency or qualified lab.

A State approved HEPA vacuum must be on site when working on all noted items.

I, \_\_\_\_\_ of \_\_\_\_\_ contracting company understand and will comply with all listed lead requirements. I further certify that any or all line items completed as identified lead surfaces will be completed by an individual trained and certified as a **LEAD ABATEMENT CONTRACTOR or WORKER**.

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

If you have questions regarding this activity, please call the Healthy Homes office at 563-589-1724 or the Iowa Department of Public Health at 1-800-972-2026.

## **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, lead and lead 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 Lead Inspector will be notified by the signing contractor if any additions or deletions were made from this given list. I further understand unless the above contractors and staff are Iowa Lead Abatement certified that the contractor cannot be onsite during lead abatement work unless the area is contained and approved by the City Lead Inspector.

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
---------------------------	---------	-------	-----

The project is funded in part by the U.S. Department of Housing and Urban Development (HUD). Due to 1999 federal HUD legislation regarding lead-based paint, all line items identified in the project specifications as Lead Hazard work must be accomplished by contractors trained and certified in Lead Abatement "safe work practices," which details the procedures for lead hazard work. The certified contractor must provide a copy of his/her certification with this bid document.

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   X No    If yes, please estimate the number of employees to be hired: \_\_\_\_\_
2. Is your business a Section 3 Business?     Yes   X 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?                      X Yes   No
4. Is the bidder willing to consider subcontracting with Section 3 businesses for this project?  
 Yes    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 able to provide evidence (i.e., certificate of successful completion and satisfactory test results that all workers under his/her employ (employees and/or subcontractors and their employees) who will be involved in any rehabilitation that disturbs painted surfaces (known or presumed to be lead based paint) or any lead hazard reduction activity, have been trained in safe work practices or abatement practices as required by HUD's Lead Safe Housing regulations and the IDPH's 641-Chapter 70 IAC.
- 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](mailto: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 Lead Inspector.
- All wood used on exterior of structures shall be treated and mid-grade quality or approved equal by City Lead 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 Lead 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 Lead 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.

### **Exterior Lead Work Considerations**

All areas shall be contained and cleaned properly. This may include containing with plastic on the ground, or towards other properties. Vacuuming soil, grass, or sidewalks to remove paint chips shall be completed as needed.

### **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

## INSURANCE SCHEDULE H

1. Contractor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I (see next page) 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. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project # \_\_\_\_\_ 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 shall be furnished to the Finance 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 Director of Finance and Budget and subject to the Contractor 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 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.
10. Contractor shall be responsible for deductibles and self-insured retention

## INSURANCE SCHEDULE H (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 the current ISO form CG0001 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 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 additional insured endorsement for:
- 5) 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. Using ISO form CG 20 10. Ongoing operations.
- 6) All contractors shall include 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, as an additional insured for 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) Contractor shall name the homeowner as an additional insured to both CG 20 10 & CG 2037
- 8) Contractor shall include Preservation of Governmental Immunities endorsement. (See attached.)
- 9) Contractor shall provide Waiver of Right to Recover from Others endorsement.

#### B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
-----------------------	-------------

## **INSURANCE SCHEDULE H (continued)**

**C) 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.

**OR**

Nonelection of Workers' Compensation or Employers' Liability Coverage under Iowa Code sec. 87.22. Completed form must be attached.

**D) UMBRELLA/EXCESS LIABILITY **\$1,000,000****

Umbrella liability coverage must be at least following form with the underlying policies included herein (General Liability, Automobile, Workers Compensation).

## **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 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**

**City of Dubuque  
Healthy Homes Program  
Contractor Bid Packet**



**Client Name:** Isaiah Langlois (Landlord) Nancy and Bob Peil (Tenant)

**Address:** 2571 Central Ave

**Bid Tour Date:** 3.15.23

**Bid Closing Date:** 3.23.23

	QTY	CERTIFICATIONS	\$ HH
<b>ROOM 1: LIVING ROOM</b>			
1 Wet scrape/wet sand door jamb/prime & paint Side B	1	LEAD	
2 Install LVT flooring with a minimum wear level of 14mL	1		
<b>ROOM 2: HALL</b>			
3 Install LVT flooring with a minimum wear level of 14mL	1		
<b>ROOM 3: BEDROOM</b>			
Replace window sashes with vinyl replacement windows. Remove sash balances and insulate weight pockets. Ensure sash stops are installed for interior & exterior of windows. If stops are			
4 missing/broken install new.	2	LEAD	
5 Wet scrape/wet sand window casings/prime & paint Side A & B (W2 & W3)	2	LEAD	
6 Wet sand/wet scrape window sills/prime & paint Side A & B (W2 & W3)	2	LEAD	
7 Install LVT flooring with a minimum wear level of 14mL	1		
<b>ROOM 4: BEDROOM</b>			
Replace window sashes with vinyl replacement windows. Remove sash balances and insulate weight pockets. Ensure sash stops are installed for interior & exterior of windows. If stops are			
8 missing/broken install new. Side B W4	1	LEAD	
9 Install LVT flooring with a minimum wear level of 14mL	1		
<b>ROOM 5: STORAGE</b>			
Replace window sashes with vinyl replacement windows. Remove sash balances and insulate weight pockets. Ensure sash stops are installed for interior & exterior of windows. If stops are			
10 missing/broken install new. Side B W5	1	LEAD	
11 Install LVT flooring with a minimum wear level of 14mL	1		
<b>ROOM 6: STORAGE</b>			
12 Install deadbolt on door to exterior and interior door	2		
Verify there are no active leaks behind ceiling tiles, before cleaning/replacement. If tiles are sagging or deformed or otherwise unusable or uncleanable (no visible staining or damage)			
13 replace tile.	1		
<b>ROOM 7: LAUNDRY</b>			
14 Install LVT flooring with a minimum wear level of 14mL	1		
<b>ROOM 8: BATHROOM</b>			
15 Wet scrape/wet sand door jamb/prime & paint Side B	1	LEAD	
16 Install LVT flooring with a minimum wear level of 14mL	1		
17 Install convertible tub cut out	1		
18 Remove, clean, and reapply caulking around tub and shower seams	1		
19 Install angled shower grab bar	1		
<b>ROOM 9: KITCHEN</b>			
20 Install LVT flooring with a minimum wear level of 14mL	1		
21 Install deadbolt on door to exterior	1		
22 Clean and repaint window sill where mold is growing	1		

	QTY	CERTIFICATIONS	\$ HH
<b>EXTERIOR:</b>			
23 Wet scrape/wet sand window casings/prime & paint Side C (W6 & W7)	2	LEAD	
24 Install code compliant handrail on front steps (match existing railing)	1		
25 Repair crack in concrete sidewalk to front entrance	1		
26 Purchase new and install exterior fixture over front door that will illuminate walk way	1		
<b>OTHER:</b>			
27 Permits required to complete work (Building, Engineering, etc.)	1		
Material costs for containment, PPE, signage, proper disposal, etc. to comply with lead-safe work practices	1		
28	1		
29 Clean complete home to meet Lead clearance and pass clearance	1		
<b>TOTAL</b>			<b>\$ HH</b>

**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: \_\_\_\_\_



2571 Central  
C

