# Dubuque County, Iowa SPECIFICATIONS FOR WINDOW CLEANING SERVICES

Dubuque County Facilities Maintenance Department is requesting quotations for the Window Cleaning of the Dubuque County Courthouse, 720 Central Avenue; Historic Jail, 36 E 8<sup>th</sup> Street; West Campus, 1225 Seippel Road, to be completed July/August 2023 and July/August 2024.

Quotations to be delivered to the Dubuque County Facilities Maintenance Department, Dubuque County Courthouse 5<sup>th</sup> Floor at 720 Central Avenue, Dubuque, IA 52001 in person or via Email to <a href="mailto:Chris.Soeder@DubuqueCountylowa.gov">Chris.Soeder@DubuqueCountylowa.gov</a> by 3:00pm on Friday June 16th, 2023.

Before submitting a quote, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County of Dubuque upon which the company will rely. If the contractor receives an award as a result of its quote submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

### **GENERAL REQUIREMENTS:**

The Contractor will be required to furnish all necessary labor, equipment, tools and materials for cleaning all windows, exterior and interior glass doors in the County of Dubuque's buildings or locations listed in these specifications. Washing shall be both inside, outside, and in between storm and interior windows. They shall be left clean. Glass is clean when all window surfaces are without streaks, film, deposits and stain and have a uniform bright appearance. Windows shall be cleaned in such a manner as to cause a minimum amount of inconvenience and/or disturbance to building occupants. Work shall be subject to inspection and approval of the Dubuque County Facilities Maintenance Superintendent or his designated agents.

The Dubuque County Courthouse is approximately 7 stories with the highest windows in the Gold Dome and Lantern area. The historic Jail is 2 stories and the West Campus is 2 stories.

### **SCOPE OF WORK:**

Glass washing shall be done with clean water and necessary equipment to remove all dirt, grease or stains, and shall be left dry. The use of ammonia or other cleaning agents is allowed in solution with the water, but only such materials will be allowed that are not injurious to painted, varnished or building surfaces. All work shall be done in a competent manner. Premises in the vicinity of the work shall be left clean. Vendor is to clean excess cleaning solution off window ledge and sills.

When washing has begun on a building, the Contractor shall finish all glass in the building with no absences from the job unless due to weather.

All exterior aluminum surrounding windows and structural glass in curtain walls shall be cleaned with an approved solution, necessary to remove all dirt, grease or stains, which is not injurious to the finish.

### One Time Cleaning:

All building window cleaning is to be completed in July thru August of 2023.

Any additional washing must be approved by Dubuque County. All washing shall be performed during working hours satisfactory to the departments involved.

### Insurance:

The successful contractor will be required to furnish insurance as specified under Dubuque County Insurance Schedule B, (Class C) with Endorsements. See attached Schedule.

### **Hold Harmless:**

To the fullest extent permitted by law, the Contractor/Vendor shall indemnify, defend, and hold harmless Dubuque County, its officers, agents, employees, elected, and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission, or failure of the Contractor/Vendor and any of its officers, agents, employees, and volunteers in satisfying the terms required by this contract.

### **DAMAGES:**

The Contractor is responsible for all or any damages to County building structures, property, etc., and shall further be responsible to replace, repair and make restitution to the County's satisfaction for such damage as incurred by the Contractor.

### **SITE INSPECTIONS:**

Sites are available for inspection Monday thru Friday from 7:00 am to 3:30 pm. Please contact Facilities Maintenance at 563-690-3533 for building access.

### **RIGHT TO ACCEPT, REJECT AND WAIVE DEFECTS:**

Dubuque County reserves the right to accept a proposal and award contract on the base quote, to reject any or all proposals, and to waive any defect of irregularity in any proposal.

### **CONTRACT PERIOD:**

This contract shall cover the period from award of quotation through August 30<sup>th</sup>, 2024.

### **PAYMENT TERMS:**

The Facilities Maintenance Superintendent will make payments after inspection and approval of work. Accurate invoice(s) must be submitted prior to payment.

### **ASSIGNMENT OF CONTRACT:**

Contractor shall not assign the contract or any part thereof to any person, firm, corporation or company unless such assignment is approved in writing by Dubuque County.

### **NOTICE TO Contractors:**

Bidders will be held to have visited all locations and to have examined the various sites for an accurate assessment of cleaning to be done and the conditions under which he will conduct his work. No extras will be allowed due to contractor's failure to examine the sites before completing this bid.

### **FAILURE TO COMPLY:**

For failure to deliver in accordance with specifications, the County may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor.

### **Termination for Convenience:**

The performance of work under the contract may be terminated by the County of Dubuque in whole or in part whenever the County of Dubuque determines that termination is in the County of Dubuque's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

### **Insurance Requirements:**

Insurance Schedule B, Class C applies

### Dubuque County Window Cleaning 2023/2024 Courthouse, Historic Jail, West Campus Quote Submission Form

# Interior and Exterior Window Cleaning 2023 Courthouse: \$\_\_\_\_\_\_ Historic Jail: \$\_\_\_\_\_\_ West Campus: \$\_\_\_\_\_\_ Total: \$\_\_\_\_\_\_ Exterior Window Cleaning only 2024 Courthouse: \$\_\_\_\_\_\_ Historic Jail: \$\_\_\_\_\_\_ West Campus: \$\_\_\_\_\_\_ Total: \$\_\_\_\_\_\_ Deliverables: Certificate of Insurance with Required Endorsements See Below:

### **Insurance Schedule B**

### Class A:

Asbestos Removal Piles & Caissons Earthwork Steel **Asphalt Paving** Electrical Plumbing Storm sewers **Retaining Walls** Concrete Elevators Structural Steel Construction Managers Fiber Optics Reinforcement Trails Cranes Fire Protection Roofing **Tunneling** 

CulvertsFireproofingSanitary SewersDeckingGeneral ContractorsSheet MetalDemolitionHVACSite UtilitiesDeconstructionMechanicalShoring

Paving & Surfacing Special construction

Water main

### Class B:

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

### 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 B (continued)**

### INSTRUCTIONS FOR INSURANCE SUBMITTAL:

1.	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. Providers 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. The issued certificate must clearly indicate the project number
	project name, or project description for which it is being provided Eg: Project
	#or Project Location at
	or construction of
2.	All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers 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 Dubuque County  Department.

- 4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the Dubuque County. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
- 5. Subcontractor(s) and sub subcontractor(s) performing work or service shall provide a Certificate of Insurance in accord with its' respective classification. Dubuque County may request a copy of a subcontractor(s) Certificate of Insurance from the general 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 used.
- 8. Provider shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I Insurance Schedule B. If the provider's limit of liability is higher than the required minimum limit then the provider's limit shall be this agreement's required limit.

## Insurance Schedule B (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	

- a) 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.
- b) 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.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:
  - Dubuque County, 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.
- g) All contractors shall include Dubuque County (per the above verbiage) as an additional insured for completed operations under ISO form CG 2037 during the project term and for a period of two years after the completion of the project.

### B) AUTOMOBILE LIABILITY

\$1,000,000 (Combined Single Limit)

### 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 an endorsement providing a waiver of subrogation to Dubuque County. Coverage B limits shall be greater if required by Umbrella Carrier.

	Pollution Liability coverage shall be required if project involves any pollution exposures including abatement of 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.
	\$2,000,000 each occurrence \$4,000,000 policy aggregate
a) b)	
c)	
c)	Railroad Protective Liability Coverage required:yesno

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. <u>Nonwaiver of Governmental Immunity.</u> The insurance carrier expressly agrees and states that the purchase of this policy and including Dubuque County, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the Dubuque County, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
- 2. <u>Claims Coverage.</u> The insurance carrier 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. <u>Assertion of Government Immunity.</u> Dubuque County, Iowa, 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 insurance carrier.
- 4. <u>Non-Denial of Coverage.</u> The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the Dubuque County, 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 Dubuque County, Iowa.

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

