CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: July 15, 2019

ITEM: Motion - Approval to advertise, receive bids, and set public hearing on September 3, 2019, for the sale and removal of structures located on City-owned property locally known as 1011 88th Street and acquired for potential construction of the Ashworth Road Reconstruction w/Bridge Project

FINANCIAL IMPACT: None at this time.

SYNOPSIS: The structures on City-owned property locally known as 1011 88th Street have been determined by the appropriate City departments to be surplus property which can be sold. The attached Resolution authorizes the City to advertise and receive bids for sale and removal of the dwelling, garage, and steel utility building located at 1011 88th Street, West Des Moines.

The sale does not include the land. Each structure will be sold separately. Bidders are not required to bid on all structures. Following the receipt of bids, each successful bidder will be required to execute an agreement with the City regarding sale and removal of the structures from the property. These agreements will be presented to the City Council at a later date for approval.

OUTSTANDING ISSUES: Successful bidder(s) must execute an agreement and pay bid price by September 6, 2019.

RECOMMENDATION: Authorize staff to advertise, receive bids, and set public hearing on September 3, 2019, for the sale and removal of residential structures located on City-owned property

Lead Staff Member: Brian J. Hemesath, P.E., City Engineer

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	April 22, 2019		
Recommendation	Yes	No	Split

PUBLIC NOTICE
REQUEST FOR BIDS FOR MOVING STRUCTURE(S) LOCATED IN DALLAS COUNTY

1011 88TH STREET, WEST DES MOINES, IOWA

Sealed bids will be received by the City of West Des Moines City Clerk's Office at 4200 Mills Civic Parkway, Suite 2B, West Des Moines, Iowa 50265, until 2:00 p.m. on Wednesday, August 28, 2019, for the purchase of the structures and removal of the structures by the purchaser(s) from their current location. **The sale does not include the land. Each structure will be sold separately. Bidders are not required to bid on all structures.**

At the above time and place, all bids received by the City will be opened and publicly read with the results being reported to the West Des Moines City Council at its meeting on Tuesday, September 3, 2019, at 5:35 p.m., at which time the City Council may take action on the proposals submitted.

General Description:

- The structures at 1011 88th Street include a one-story single-family residence built in 1986 with approximately 1,182 square feet above grade living area (no basement); a 24' W x 24' L detached frame garage; and a detached 32' W x 31' L utility shed constructed in 2006.

- The structures are being offered "as is" and without warranty of any kind. The successful bidder(s) will be responsible for complying with all applicable state and local building, plumbing, electrical and mechanical codes and ensure the relocation site is properly zoned. The successful bidder(s) will be responsible for any hazardous materials mitigation that may be necessary.

- Each structure shall be relocated in its entirety. Proposals for less than the entire structure will not be accepted by the City of West Des Moines.

- The structures must be moved from their current location no later than Friday, November 1, 2019. Failure to meet this deadline will result in forfeiture of the performance security and demolition of the structure(s) by the City.

Submission Requirements:

Each bid shall include the following:

- The amount offered to purchase each individual structure on which the bidder wishes to bid; Each structure must be bid separately;
- Location where the structure(s) will be moved;
- Relocation plan to move each structure(s) to a new site;
- The name of the proposed structure moving company;
- Certified check, treasurer's check or cashier's check in the amount of $5,000 for the House bid; $1,000 security for the Garage bid; and $1,000 security for the Steel Utility Building bid as bid security to ensure full performance of the relocation, refundable upon completion of the relocation.

Process:

- The residence will be available for viewing, by appointment only, 48-hour notice, July 16 through August 27, 2019, from 9:00 a.m. to 3:30 p.m. Please contact the City Engineering Services Department at (515) 222-3475 to schedule an appointment.

- The successful bidder(s) will be required to execute agreements with the City of West Des Moines no later than Friday, September 6, 2019, or the bid(s) will be rejected. A copy of the agreement will be available for review at the viewing or upon request from the City of West Des Moines Legal Department (222-3523 or 222-3526).

- The successful bidder(s) will be solely responsible to reestablish the structure(s) offsite, which involves paying for the physical moving of the structure(s) from its current location to the new identified location. The successful bidder(s) will also be responsible for all of the following:

- A moving permit for transporting the structure(s);
- Insurance for the structure(s) during transport and liability coverage for any damage to public or private property during transport;
- A demolition permit to remove the structure(s) from the property tax rolls;
- All utilities need to be properly disconnected/capped by the utility or a licensed contractor;
- The footing/foundation, driveway, and any concrete patios associated with each structure must be removed;
- Winning bidders must consult and coordinate with each other with removal of structures;
- Grading and erosion control measures installed for the area from which the structure(s) was removed and permanent vegetation established;
- Repair or replacement for any damage to sidewalks, trails, streets, or curbs;
- All private and public utility connections to the newly-defined lot(s);
- All associated costs for securing a responsible structure moving company;
- All associated costs to comply with the *City of West Des Moines and Dallas County, Iowa, ordinances, respectively,* regarding moving of buildings and structure(s) and building codes; and
- All applicable permits related to the structure(s) relocation on the newly-defined lot(s).

Award of Bid: The bids will be awarded to the highest responsive and responsible bidder for each structure complying with the conditions set forth herein, provided the bid is in the best interest of the City of West Des Moines and City Council approves the award.

Payment for Bill of Sale: Payment of the bid price by each successful bidder must be made by certified check, treasurer's check or cashier's check issued by a responsible bank or trust company, payable to the City of West Des Moines by September 6, 2019, 5:00 p.m. If the City does not receive payment of the bid price by said date and time, the City may, at its sole discretion, proceed with demolition of the structure(s) without further notification to the awarded bidder(s), or attempt to award the bid to the next highest responsive and responsible bidder(s).

All persons awarded and/or entering into contracts with the City of West Des Moines shall be subject to and required to comply with all applicable city, state and federal provisions pertaining to nondiscrimination, equal employment opportunity and affirmative action.

All bids shall be made on a form furnished by the City and shall be filed on or before the time specified above, in a sealed envelope, addressed to the City Clerk of West Des Moines, Iowa, clearly stating that the envelope contains a bid(s) on this project. Each proposal shall be accompanied by a certified check, treasurer's check or cashier's check drawn on an Iowa bank or a bank chartered under the laws of the United States in the amount(s) stated above to the City of West Des Moines, Iowa, and not contain any conditions either in the body or as an endorsement thereon.

The bidder(s), if awarded an order or contract, agrees to protect, defend, and hold the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder(s) further agrees to indemnify and hold the City harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, its employees, subcontractors, or agents.

Failure to submit any materials or comply with the requirements of this bid proposal may result in the bid being deemed nonresponsive and rejected. The City reserves the right to reject any and/or all bids and to waive any and/or all technicalities and/or all irregularities. The bid(s) must be signed by a person authorized to bind the bid(s).

For more information, please contact the City's Engineering Services Department at (515) 222-3475.

OFFICAL BID SHEET – for Moving Structure(s) – 1011 88th Street, West Des Moines, IA
(subject property address)

BIDS DUE NO LATER THAN 2:00 PM, WEDNESDAY, AUGUST 28, 2019

1. House (1,182 SF GLA) $_____
2. Garage (24' W x 24' L detached frame) $_____
3. Steel Utility Building (32' W x 31' L) $_____

The undersigned understands that the City reserves the right to reject any or all bids or to waive any formality or technicality established by the City and agrees to all terms and conditions contained in the **STRUCTURE SALE AND REMOVAL/RELOCATION AGREEMENT**.

Bid submitted by:

INDIVIDUAL / BUSINESS NAME:_____

BY:_____ TITLE:_____

INDIVIDUAL / BUSINESS ADDRESS:_____

CITY/STATE:_____ ZIP:_____

PHONE:_____ EMAIL:_____ DATE OF BID:_____

LOCATION WHERE THE STRUCTURE WILL BE MOVED TO:_____

_____

RELOCATION PLAN:_____ **ATTACH TO THIS SHEET** _____

MOVING CONTRACTOR:_____

PHONE:_____ ADDRESS:_____

BIDDER'S ACKNOWLEDGMENT AND ACCEPTANCE OF ABOVE DOCUMENT

_____ DATE:_____

_____ DATE:_____

Include certified check, treasurer's check or cashier's check in the amount of $5,000 as bid security for a House bid; $1,000 as bid security for a Garage bid; and $1,000 bid security for a Steel Utility Building bid to ensure full performance of the relocation (refundable upon completion of the relocation) and submit in a sealed envelope, plainly marked "Bid(s) for Moving Structure(s) – 1011 88th Street" (subject property address) to:

City Clerk's Office
West Des Moines City Hall
4200 Mills Civic Parkway, Suite 2B
PO Box 65320
West Des Moines, Iowa 50265

STRUCTURE(S) SALE AND REMOVAL/RELOCATION AGREEMENT
1011 88th Street, West Des Moines, Iowa

THIS AGREEMENT IS MADE AND ENTERED this _____ day of _____, 2019, by and between the City of West Des Moines, Iowa ("CITY" OR "SELLER") and _____, ("BUYER"), for the purchase and relocation of the below structure(s) generally comprising INSERT HOUSE GARAGE OR STEEL BUILDING("Structure(s)") located at 1011 88th Street, West Des Moines, Iowa. This sale is for the Structure(s) only and does NOT include the transfer of any real property.

1. SELLER agrees to sell and transfer ownership to BUYER of the Structure(s) located at 1011 88th Street, West Des Moines, Iowa for the full bid price of $_____ ("Purchase Price") as set forth in the attached bid solicitation and response, and other valuable consideration, including, but not limited to BUYER performing all obligations as set forth below. This Agreement must be executed by the BUYER, as evidenced below, no later than 5:00 p.m. (CST), September 6, 2019 or the BUYER'S bid will be deemed rejected.

2. BUYER shall deposit the Purchase Price in cash, cashier's check or certified check payable to the City of West Des Moines no later than 5:00 p.m. (CST) September 6, 2019. Failure of BUYER to comply with this provision will constitute a breach of this Agreement resulting in forfeiture of the INSERT AMOUNT submitted as bid security to SELLER and termination of any and all rights of BUYER to ownership and possession of the Structure(s).

3. BUYER acknowledges that payment for and timely removal of the Structure(s) from the real property and restoration of the site is the essence of this Agreement. BUYER's submission of bid security of INSERT AMOUNT shall guarantee the faithful performance of this Agreement, as the breach will impose costs to the CITY equal or greater to the amount of the bid security.

4. BUYER shall be responsible for removing the Structure(s) intact from the real property no later than November 1, 2019. Notwithstanding the provisions of paragraph 15, below, failure to remove the Structure(s) intact from the real property by November 1, 2019 shall constitute a breach of this Agreement resulting in the immediate forfeiture of the INSERT AMOUNT submitted as bid security by BUYER and termination of any and all right, title and interest of BUYER to ownership and possession of the Structure(s). Failure of BUYER to perform any other obligation or requirement per the terms and conditions of this Agreement shall allow the CITY to apply all or a portion of the bid security toward performance by the CITY of such obligation or requirement, including payment to all persons supplying labor and/or materials in the execution of the work provided for in this Agreement.

5. BUYER and SELLER agree that BUYER shall take possession of the Structure(s) when the Structure(s) have been removed from the existing foundation and will take ownership of the Structure(s) when the Structure(s) are moved onto the public right-of-way from the property. If, in the event BUYER takes possession but is unable to successfully remove the Structure(s) from the property by November 1, 2019, BUYER shall forfeit the bid security, and all

BUYER's right, title and interest in the Structure(s) provided by this Agreement shall terminate. At such time, the City, in its sole determination, shall have the right to demolish or dispose of the Structure(s).

6. BUYER shall be solely responsible to obtain from the applicable jurisdiction(s) all required permits to remove, relocate and reconstruct the Structure(s). BUYER shall consult with and coordinate with other buyers of structures on the property for structure removal.

7. BUYER shall be solely responsible for all costs and obligations associated with removing the Structure(s) from the real property, including but not limited to the costs and obligations related to coordination with railroad and utility companies necessary to accomplish the relocation, obtaining all required moving permits for transporting the Structure(s) on public right-of-way and private property, and obtaining the CITY'S approval regarding the transport route for relocation of the Structure(s). BUYER shall NOT demolish, dismantle, salvage from or deconstruct the Structure(s) or any part thereof on site and shall not remove any trees or other vegetation from the site without first obtaining permission from the CITY.

8. BUYER shall be responsible for and ensure that all utilities are properly disconnected and/or capped at the property line or at the utility main as deemed necessary by the appropriate utility provider at or before the time of relocation, but in no event later than November 1, 2019.

9. BUYER shall remove all footing/foundation, driveway and any concrete patios at or adjacent to the Structure(s). BUYER shall maintain safety fencing around the foundation/basement area until the site is filled. Work shall be completed no later than November 1, 2019.

10. BUYER, unless otherwise authorized by CITY, shall have the area from which the Structure(s) were removed graded, seeded and watered until the seed is established. BUYER shall comply with the applicable requirements detailed in Iowa Department of Natural Resources National Pollutant Discharge Elimination System (NPDES) General Permit No. 2. BUYER shall be responsible for erosion control from the time work begins on removing the Structure(s) from SELLER's property to the time the grass is established. BUYER shall complete grading within one week of Buyer taking ownership of the Structure(s) but in no event later than November 1, 2019. The area shall be seeded and watered to City of West Des Moines Standard Construction Specifications for Subdivisions as soon as practicable after grading, depending upon weather.

11. BUYER shall repair or replace to the reasonable satisfaction of CITY any and all damage resulting from the removal and conveyance of the Structure(s), including but not limited to damage to sidewalks, trails, streets and curbs. Repair or replacement shall occur within thirty (30) days of relocation of the Structure(s) from the property, or as otherwise agreed by BUYER and CITY.

12. BUYER shall comply with all other federal, state and local permits, laws, rules and regulations, including compliance with all local zoning regulations applicable to relocation of the Structure(s).

13. SELLER shall refund to BUYER the bid security of INSERT AMOUNT upon relocation of the Structure(s) and fulfillment of the terms and conditions of this Agreement to the reasonable satisfaction of the CITY.

14. Unless otherwise specifically addressed herein, in the event BUYER defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured or steps are not taken to address the default within three (3) business days after notice of default has been given by SELLER to BUYER, SELLER may proceed as set forth in paragraph 4, above. SELLER also reserves the right to take legal action against the BUYER for specific performance of the contract at the SELLER'S option.

15. BUYER shall obtain an insurance policy and bond from the structure moving company providing property and liability coverage to insure the Structure(s) during removal, transport and relocation listing the CITY as an additional insured for any damage to persons or property, public or private, during relocation of the Structure(s) in an amount deemed sufficient by the CITY.

16. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT**. BUYER acknowledges and agrees that the Structure(s) are being sold in "AS IS" condition. BUYER acknowledges that the CITY, as SELLER, has not inspected the Structure(s) for any deficiencies or defects as the CITY has never occupied the Structure(s). The CITY will, upon request, provide the BUYER with any property condition disclosures received by the CITY from the previous property owner. BUYER acknowledges that it is possible that repairs may be needed to the Structure(s) before the Structure(s) are habitable and that it is the BUYER'S sole responsibility to perform those repairs. BUYER also acknowledges that the CITY, as SELLER, has not examined the Structure(s) for the existence of asbestos, lead paint or radon. The CITY has only performed general maintenance to the Structure(s), focusing primarily on securing any buildings on the property and yard maintenance, such as grass mowing and the removal of fallen tree branches.

    With that acknowledgment and understanding, BUYER agrees to indemnify, hold harmless and defend the CITY, as SELLER, its officials, employees, agents, contractors and assigns, from any and all claims, demands, causes of action, liability, loss, damage or injury, both to person and property, arising out of, related to, or connected with the acquisition, relocation, or reoccupation of the Structure(s). This indemnification and hold harmless applies to and includes, but is not limited to, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursements to the SELLER, its officials, employees, agents, contractors, and assigns for all legal expenses and costs incurred by it.

17. This indemnification and hold harmless agreement is effective upon execution and shall be unlimited as to amount or duration. This instrument binds the BUYER and the BUYER'S executors, administrators, assignees, heirs and successors.

BUYER'S SIGNATURE.

I, the undersigned, hereby represent that I possess the requisite authority to sign this Agreement on behalf of the BUYER, either in an individual or representative capacity, and agree that the BUYER shall be bound by all of the terms and conditions set forth in this Agreement.

_____

Signed by: (Date)

_____

(Print Name and Title, if applicable)

STATE OF IOWA)
)ss
COUNTY OF _____)

Individual capacity:
This record was acknowledged before me on the ___ day of _____, 2019 by _____.

Representative capacity:
This record was acknowledged before me on the ____ day of _____, 2019 by_____ as _____ of _____, on behalf of whom the record was executed.

_____

Notary

CITY OF WEST DES MOINES, IOWA

_____

Signed by: (Date)

_____

(Print Name and Title, if applicable)

STATE OF IOWA)
)ss
COUNTY OF POLK)

This record was acknowledged before me on the ___ day of _____, 2019 by _____.

_____

Notary

Proposed