

Neighborhood Services Division – Lead Hazard Control Program

**INSTRUCTIONS
TO
BIDDERS / CONTRACTORS**

IALHB0664-18

Sioux City, Iowa

Neighborhood Services Division
405 6th Street, P.O. Box 447, Sioux City, IA 51102

INSTRUCTIONS TO BIDDERS

At all times, Contractors and their workers shall have access on the job to: a copy of these instructions to bidders, the project specifications including all site maps and the telephone number of the Sioux City Program Manager 712-224-4984. The purpose of having the “contractor copy” on the premises is to eliminate confusion as to what is the intended scope of work. If needed, a second copy of the contractor copy can be made available for job site use.

The purpose of the work items listed in this bid document is to achieve lead safe conditions on both interior and exterior surfaces at the property listed. Activities listed in this bid packet may include both lead abatement work items and interim control work items. Bids may only be submitted by individuals holding a current and valid Lead Abatement Contractor License in the State of Iowa. Work being conducted on homes must be performed by persons holding a current and valid Lead Abatement Worker Certificate in the State of Iowa. All activities are to be conducted in accordance with Iowa Code Chapters 69 and 70. The contractor is responsible for following all applicable codes. These codes include, but are not limited to, local, state and federal regulations. Regulations can change from jurisdiction to jurisdiction.

Contractors that demonstrate non-compliance relating to rules and regulations of the City of Sioux City, Woodbury County, the State of Iowa or any federal agency risk punitive and administrative penalties. First time offenders may face the issuance of probationary status. Repeat offences can result in a twelve month suspension of privileges to participate. Continued infractions may result in disbarment from further participation in the Lead Hazard Control Program. Determination of penalties rest with the Program Manager and Program Director.

In signing this bid, BIDDER acknowledges that he/she has viewed the project and is familiar with the requirements of the specifications.

In submitting this bid, it is understood the City of Sioux City reserves the right to reject any or all proposals or to waive informalities and irregularities and to enter into such CONTRACTS that the City of Sioux City and property owner deems to be in the best interest of the City of Sioux City and property owner.

BIDDER or firm representative must be present at the Bid walkthrough in order to be eligible to bid on a project. **Blind bids will not be considered.**

BIDDER agrees to perform all the work described in the contract documents and the project specifications for the assigned residence at the indicated price. Bids received must be for the execution of the entire job as called for in the project specifications provided.

BIDDER hereby agrees to commence work under this proposal on or before a date to be specified in the Notice to Proceed and to fully complete the project within PROGRAM specified consecutive calendar days thereafter. Actual days to complete may be monitored by the LHCP to ensure accuracy by the bidder.

Bidders shall not add any conditions or qualifying statements or modify this proposal, or it shall be declared invalid.

A contract, if awarded, will be awarded to the lowest responsible, responsive bidder. Reservation of right to exclude a bid rests solely with the Lead Hazard Control Program. The intent of this action is to protect the interest of the owner and/or the City of Sioux City. Typically, this is a control measure to protect the interest of the City or the owner when an inexperienced bidder with our program submits a low bid well below all others and the Program Estimate. It would be deemed to be not in the best interest of the owner or the City.

This proposal may not be withdrawn for a period of thirty (30) days from the opening thereof.

All bids must be itemized in the spaces provided for each line item. Total each division of the bid package and transfer the division total to the BID SUMMARY page at the end of the bid package. All bids must be in permanent pen and legible. All individual and total prices must include decimal points when applicable. Bids submitted that are not legible may be discarded as incomplete. Any mathematical errors will be subject to correction and the lowest total of line items will be considered the total bid price.

CONTRACTORS

BID WALKTHROUGHS

The contractor shall field verify all quantities, measurements, dimensions, and existing conditions. Exact quantities, measurements, dimensions, and existing conditions are the sole responsibility of the contractor. All listed quantities, measurements, dimensions and conditions are given as an aid but are only approximations. The bidding contractor is responsible for verifying each line item by attending the bid walkthrough. The contractor shall review the contents of the specifications and verify discrepancies (if any) prior to submitting this bid document. There will be no change orders based on mistaken quantity, count, measurements or dimensions. Any back ordered materials would need to be brought to the attention of the Lead Hazard Control Program prior the issuance of the notice to proceed.

Periodically, alternates will be included in the bid documents. The intent for utilizing alternates is to achieve the greatest value for program dollars and/or choosing a method of remediation that is in the best interest of the owner/City of Sioux City. These items are not to be included in your sub-total amounts. Should an alternate be selected the City will combine the alternative bid item and add it to the adjusted base bid total.

CHANGE ORDERS

Requests for pricing from contractors that are necessary to generate change orders should be presented in writing within 48 hours of the request. Failure to produce pricing within this timeframe may be perceived as a non-responsive action on the part of the contractor.

All work shall be completed as per the Project Specifications. Any changes to the contract must be accomplished through a written CHANGE ORDER as executed by program staff. If the contractor proceeds with project changes without a properly executed CHANGE ORDER, he/she is responsible for the costs associated with correcting the unauthorized changes. Legitimate owner

requested changes might be considered if they do not impact the length of the tenant relocation to a safe house location. The Lead Hazard Control Program (LHCP) must be notified prior to executing any potential change. If during the course of work, the contractor uncovers unforeseen damage that wasn't apparent prior to bidding, the contract price may be amended accordingly through the change order process. A representative of the Lead Hazard Control Program shall determine legitimacy of change orders.

All work shall be completed according to manufacturer's instructions, specifications, and standard construction trade practices. Contractors shall use Iowa Department of Public Health guidelines regarding lead abatement projects at all times.

Products specified are to be interpreted as a starting point for quality of materials. Contractor will not be compensated beyond the amount listed in the bid document for materials/labor going beyond those required in the specifications. Substitutions to specified materials are possible and will be considered if quality is equal to or better than the specified material and or intent/intended areas of treatment. The City of Sioux City will have the final determination on all decisions regarding quality. All proposals for substitutions must be submitted and approved by a LEAD HAZARD CONTROL PROGRAM REPRESENTATIVE prior to bidding or usage and accompanied by a written change order.

CERTIFICATIONS

The contractor must provide a certificate of insurance showing coverage in the required amounts (as indicated in the contract for construction) prior to project commencement. If requested, the contractor shall provide copies of the Iowa Department of Public Health certifications of all workers, contractors, and firms working on the project. Failure to comply may result in exclusion of consideration for the awarding of the contract and any future work.

NO SMOKING REQUESTS

ABSOLUTELY NO SMOKING IS ALLOWED IN THE INTERIOR OF THE DWELLING. SMOKE BREAKS ON THE EXTERIOR MUST COMPLY WITH IDPH RULES REGARDING HAND WASHING FIRST.

LEAVING LIGHTS ON IN THE INTERIOR

The contractor may leave one interior light on for security reasons while they are away from the jobsite during the evening hours.

PENALTIES/NOTIFICATIONS

Each housing unit may be vacated for a period of time that is not longer than ten calendar days to perform the interior work and pass clearance testing. Should ten days for interior work not be feasible the contractor must notify the LHCP and submit a request for the amount of days needed. The contractor must work with program staff to coordinate the timing of occupant relocation. Once a family has been relocated, interior work items must commence immediately, and the contracting firm must maintain an uninterrupted presence until a clearance test is requested. The contractor may be subject to a monetary penalty of \$75 per day for each day

that work is delayed after the unit has been vacated or each day that the contractor does not maintain an eight hour presence at the job site. Additionally, the total amount of days to complete work will be monitored. The contractor will also be subject to a monetary penalty as outlined in the work contract. It is the contractor's responsibility to record those dates and notify the LHCP of potential problems prior to the delay occurring. This requirement will be monitored, and attendance recorded. Special conditions may absolve the contractor from any penalty. Final determination of legitimacy of approved delays will rest with the LHCP. Prompt notification is required in writing for a matter of written record.

All costs associated with failed clearance testing shall be borne by the contractor. The first attempt is included in the contract bid. Any failed clearance costs will include the cost of the storage unit rental, relocation and program staff time. The amount for those materials and services is \$75.00 per day. The City will deduct any penalties/additional relocation cost from the project final payment to the contractor. The City reserves the right to withhold partial or final payments to a contractor involved with multiple projects if they are "past the finish date" on one project and have started another in an attempt to submit a partial or final payment on the second prior to finishing the first project. Each contractor is responsible for reviewing the specifications prior to requesting a clearance test. This is to ensure that all line items are completed and made lead safe.

The LHCP may reserve the right to delay the relocation of tenants until a point at which all materials are made available for each project. Should windows not arrive, or be delivered with the wrong dimensions, and should that delay require tenants being relocated longer than planned, and, if another party is waiting to occupy their place at the "safe house", the contractor may be responsible for the cost of the extended relocation period. Should an additional clearance be necessary the contractor will be responsible for the pre-established rate of \$300.00 for a visual and \$600.00 for dust wipe sampling per occurrence.

Because of the high incidence of windows showing up the wrong size or back ordered, it may be required that prior to relocating the tenants, that the contractor take delivery of the windows and verify that the correct sizes are available. Each contractor shall request from their supplier a written acknowledgement which they will cross reference with the list they used to place their initial order. The LHCP will determine the relocation date based on the availability of materials impacting the relocation of the occupants. In the past, boarding up windows has been allowed only if it does not create an egress hazard for escaping a fire. The only instance where that will be acceptable is when all positive window components have been treated or removed. I may be required to have a second relocation period for the occupant. **Should a second relocation be necessary, the contractor will be responsible for all costs associated with that process. Those costs could include the cost of the testing, storage unit rental, room & board expenses.**

The contractor will notify the LHCP a minimum of 2 weeks in advance of the start date they actually begin each project. They also will notify the LHCP within 24 hours of completion. A staff member will verify all work completed prior to the issuance of payments. A 36-hour notice will also be required for the anticipated date and time for clearance testing to take place.

The City of Sioux City Lead Hazard Control Program Staff shall have right of entry to the project site for inspection at any time upon request.

The contractor will be required to provide a copy of their IDPH seven day notice to the LHCP prior to the start of the project. This will provide for the sharing of dates for reporting the interim clearance and final clearance dates on the final report. It will also be a tool for monitoring when projects start.

SUBCONTRACTORS

The Contractor is required to provide the name and address of any and all subcontractors prior to the pre-construction meeting to be scheduled at a later date. Any sub-contractors must provide proof of eligibility prior the signing of a contract. In the event the need for subcontracting develops after starting the project the same proof of eligibility must be submitted prior to using the goods/services of the sub-contractor. Caution should be used regarding the use of subcontractors. Any claim of damage, disregard of program rules, non-compliance of IDPH/HUD regulations, or warranty issues are the sole responsibility of the firm submitting the bid regarding any corrective action.

WARRANTIES

The Contractor shall warrant all materials and workmanship for one year after completion. Work shall commence in a timely manner after given the Notice to Proceed and work shall be completed within the time period indicated in the same. The Contractor will notify the LHCP if they are unable to get the work scheduled in a reasonable time. The Lead Hazard Control Program staff under valid circumstance may grant extensions of time. Penalty language for non-compliance with this provision is listed in the contract document. **Contractors must provide the owner and the City with any warranty information necessary for the owner to obtain future components independent from association with the contractor providing them for this project(s). This information shall be provided at the time of the final walk through. Pursuant to each contract the contractor shall deliver to the owner a copy of the manufacturer's warranty on all products including but not limited to windows, doors, siding.**

The Contractor is responsible for repairing any ruts created in the yard areas by equipment provided by the contractor. This is to include vehicles, trailers, and mechanical lifts. Repairs shall include all materials necessary to re-establish growth. Exceptions will be only accepted by executing a written change order in advance that acknowledges the owners permission.

WASTE REMOVAL

All discarded materials and construction debris shall be removed from the job site in a timely manner. The site shall be left in a reasonably clean and safe condition daily. All installed glass, woodwork and hardware must be left reasonably clean (labels removed etc.). Part of the final walk through process will include a visual inspection for paint chips and construction materials left on the property. Nails, small pieces of metal, wood shall be cleaned up and disposed of prior to leaving the jobsite. Preventative measures should be taken to minimize the scattering of waste.

CONSTRUCTION MATERIALS/PROCESSES

CRAFTSMANSHIP

At all times it is expected that normal finish-carpentry skills will be used. This includes but is not limited to: sanding of new wood, finishing of edges, etc. While lead hazard reduction is the primary objective, a good-looking finished product is requisite. All bare wood products (except treated wood) provided must have primer or stain and/or two coats of polyurethane/lacquer/high quality paint applied. When replacing the stops, it is required that clear knot free wood be used. "Cut to fit" means that you will replace stops using similar sized materials. The same applies to replacing doorstops.

When replacing components (e.g. trim boards) strive to replace components with materials that are of the same size and style of those being replaced. When choosing grade of wood for trim components, choose a grade that is free of extraneous knots. As components are replaced (example: window stops) the component should be removed by first scoring the paint between the component being replaced and any adjacent component. This will minimize the creation of another hazard in the attempt to remove a hazard.

If workers damage a component while replacing another, replace the damaged component. (Example: You are removing a window but leaving the sill. During the process of removing the window the sill cracks or breaks. You must rebuild or sufficiently repair the sill.) This should be executed after obtaining a relevant change order, but the associated costs are the Contractor's responsibility.

When supplying new materials to be coated, always give the owner the choice of primer, stain, polyurethane/lacquer. Unless directed otherwise in the written specifications, always provide one coat primer and two coats finish topcoat or stain and two coats of polyurethane or lacquer. Colors and finish should be determined at the pre-construction meeting with the owner. Choice of colors regarding siding, soffit & fascia, carpet shall be discovered by the Contractor from the owner at a time prior to the start of construction. The relocation of tenants might not occur until all materials are warehoused in Sioux City (i.e. windows, siding, lumber etc.).

LEAD HAZARD REDUCTION CONTROLS

ENCLOSURES

All enclosures must be mechanically fastened and caulked. With stair treads, unless directed otherwise in the specifications, treads must be completely enclosed including the lead edge of each tread.

Floors calling for enclosure must include a minimum of $\frac{3}{4}$ " quarter round installed on all edges. Exception will be in doorways where a suitable transition must be provided to minimize trip hazards.

All enclosures must be mechanically fastened and back caulked so that one cannot peel back the enclosure and reveal the substrate below. Example: window and door trim must be sufficiently anchored and caulked. Applying fasteners every 18"-24" or more will not satisfy this

requirement. We fully anticipate job site verifications by HUD and the IDPH at any time during the duration of this grant.

When enclosing surfaces with coil stock the contractor must enclose and back caulk. Where possible 90° bends providing rigidity and eliminating “bowing” of coil stock should be used

Interior surfaces, including the interior of a porch that call for enclosing a surface, (example: a door jamb), should have a solid wood material used for the enclosure.

All enclosures must include replacing deteriorated substrates.

MASONRY TREATMENTS

When enclosing concrete surfaces, using metal lath and mortar mix, the Contractor must follow the product installation recommendations. It is preferred that a bonding agent is also used. Total thickness of both coats must be a minimum of 1” thick. Periods of below freezing overnight temperatures are not acceptable conditions for applying masonry mortar without a pre-approved additive to the masonry mortar mix. **The contractor must contact the LHCP after successfully applying the scratch coat portion of the improvement for field verification.**

Processes must include repairing/replacing deteriorated substrates.

BARE SOIL

All bare soil areas must have an approved landscape cloth placed under the wood mulch or rock. Unless directed to do otherwise via the written specifications or an executed change order. Plastic is not a suitable barrier as it may pre-maturely break down, due to exposure to weather and sun light. Landscape cloth will allow for water to pass through which may extend the effectiveness of wood mulch.

The contractor is responsible for sowing grass seed on all interim control measures calling for applying grass seed. An amount sufficient (when germinated) to cover the bare soil is required. The contractor must return to verify that a sufficient amount has germinated and established growth. If bare soil remains, more attention must be given to establishing complete growth. It is preferred that biodegradable grass seed mat is used.

From a period that starts when the frost sets into a point in the spring when it comes out of the ground, no soil remediation shall take place without the permission of the LHCP. There may be times in which a “January thaw” occurs, should that happen you might be able to obtain permission to complete soil remediation line items. Failure to notify may result in corrections at the contractor’s expense.

The contractor shall take every step possible to ensure that all rock or mulch intended for distribution into the landscaped area does not scatter outside the intended area during shoveling. Ensuring that it does not scatter could mean using plastic or 4’ x 8’ sheets of plywood or OSB to be laid on the ground to catch scattered material. No rock or mulch will be allowed to remain outside the landscaped areas.

PAINT REMOVAL

Contractor must provide a smooth surface after doing paint removal prior to priming.

ANY LINE ITEM CALLING FOR ABATEMENT PAINT REMOVAL/STRIPPING OF PAINT MUST BE VERIFIED BY A STAFF MEMBER OF THE LEAD HAZARD CONTROL PROGRAM PRIOR TO COVERING THE SUBSTRATE (EXAMPLE: WINDOW STOOLS, DOOR THRESHOLDS, DOOR JAMBS). FAILURE TO COMPLY MAY RESULT IN RE-DOING THE PAINT REMOVAL AND REAPPLYING PRIMER/STAIN/PAINT. PICTURES MAY BE ACCEPTABLE UPON REQUEST.

At times you will be required to take a picture of paint removal activities when a member of the LHCP staff is not available to join you on your jobsite. This practice may turn into a permanent means of recording that paint removal has taken place.

Paint removal processes must include repairing/replacing deteriorated substrates.

PAINT STABILIZATION

Paint stabilization must include IDPH wet scraping techniques. Unless directed in the specifications, the entire component must be primed. No "spot priming" is allowed.

Baseboards calling for paint stabilization, unless directed otherwise in the specifications, must include as an impact guard, a base shoe provided that is a minimum of $\frac{3}{4}$ " quarter round. Where there is a 90° surface $\frac{3}{4}$ " outside corner stock must be used. In the absence of 90° corners, fabricated impact guards must be employed using knot free wood. If and when 1" quarter round is to be replaced, a fabricated piece of stock must be employed to cover the "footprint" of the 1" quarter round. The $\frac{3}{4}$ " quarter round is to be then installed over the fabricated 1" enclosure.

Paint stabilization includes wet scraping of all deteriorated paint. When priming bare wood, a sufficient number of coats must be applied to completely cover the substrate

Exterior treatments shall not take place regarding the priming or painting in periods where the overnight temperatures fall below freezing without the pre-approval of special solvent based products.

Processes must include repairing/replacing deteriorated substrates.

SIDING & SOFFIT

For enclosures including, but not limited to, siding, soffit & fascia, floors, must be properly labeled per the IDPH regulations. After marking, the enclosure must be mechanically fastened and back caulked. It is now mandatory that the siding is a minimum of .44-mil thickness. Prior to installing the siding, it is mandatory to create a barrier to minimize lead dust from migrating out from under the siding. The barrier can be house wrap or fan fold. All edges must be sealed. It will be necessary to contact the LHCP prior to installing the siding for verification.

Line items calling for a vinyl siding system are to include: a visual verification by a LHCP staff member prior to installing the vinyl siding. House wrap, fan fold, or approved equal must be

applied, mechanically fastened and caulked on all seams, edges prior to installing the vinyl siding.

Vinyl siding systems must be installed using whole pieces at all times where possible. At no time should pieces shorter than 32" in length be used in instances where longer lengths are possible to use. Exceptions are where the intended area of treatment is narrower than the indicated length minimum. Acceptable nailing patterns observed will be 16" spacing on all pieces fastened.

When enclosing soffit areas always use non-vented soffit panels. Place new soffit at locations of existing vents ensuring not to cover any necessary vents. **Processes must include repairing/replacing deteriorated substrates.**

WINDOWS & DOORS

Window replacements must be made with at least double hung white vinyl window inserts/fixtured type with an "Energy Star" rating which will enable it to qualify for utility rebates. You may install a window of equal or better manufacture when you provide specs from the manufacturer. Windows must be caulked on the inside and out. All voids between the replacement windows and the existing window jamb must be filled with insulation and caulked.

All dwelling units must have at least one egress window (maintaining 5.7 sq. ft. of openable area per fire code) in each sleeping room (measuring actual open area with the bottom sash open). This condition will apply to all sleeping rooms. If you have any questions or doubts concerning egress requirements contact the Lead Hazard Control Program office (712-224-4984) for further explanation. When a sleeping room has multiple windows present do not install a casement window in an opening that has an electrical receptacle near it. This will only apply if there are multiple windows in that room. Casement windows will not accept a window air conditioner. Where possible always replace the window in a room that will not prevent an AC from being installed and operated.

When replacing exterior doors, if the storm door is not a Lead Hazard and is removed during the removal or installation of new door, re-install the storm door upon completion (unless specifications dictate otherwise).

If while replacing a door, or window, a surface is revealed (example: siding or jambs) the contractor must enclose those surfaces even if they are not addressed in the specifications.

When replacing an exterior door that the previous door had a glass viewing area, the contractor must provide a new door with equal to or greater glass viewing area. A "peep hole" will not suffice as a glass viewing area. Nor will a door with a smaller glass area only at the top. This type of glass is sometimes called "Sun burst" or "Half moon" This type of glass is intended to let light in and not for viewing to the outside for security. It is the intent of providing a glass viewing area that the occupant can see out the door without having to open it to see who is at their door. A glass viewing area shall mean one, which is "half glass" in design. Unless directed in a line item, when replacing a door without any glass, it is not required to provide a new door with glass.

When providing a new door, it is required to provide all hardware. "Providing all hardware" must include the hinge sets, doorknobs, dead bolt locks (for exterior doors) Heavier doors must

include a set of three hinges. All exterior doors must include a set of three hinges. For interior solid wood doors, any door 30" or wider shall include a set of three hinges. Where requested, the contractor must re-use existing locks. This request must be discovered at the pre-construction phase and prior to the contractor purchasing new locks. When providing multiple new locks for multi-family housing units the contractor must ensure that the lock sets as taken off the retailer's shelf do not share the same serial number and that one key does not open all locks. It would be prudent of the contractor to ask at pre-construction if the owner would prefer new locks or not. The contractor must provide the key to occupants so that entry can be gained after a successful clearance. Any costs associated with gaining entry in lieu of the lost keys will be absorbed by the contractor. **The contractor must deliver to the owner at the time of the final walk through all keys for any new locks provided. It is not acceptable to "leave them on a nail or ledge".**

Unless directed otherwise in the specifications, when replacing doors taller than 80", fill in the void(s) using 2" x 4" lumber installed 16" on center and wooden paneling. The contractor must work with the City and owner with regarding choosing colors. With exterior doors, insulate the space above the door using a minimum of R-11 batt insulation. Enclose the exterior using treated plywood and cover the plywood with aluminum coil stock.

Any window or exterior door replacement shall include filling in of any space around the replacement component using fiberglass/ batt insulation or approved equal prior to installing stops/casings and caulking. Non-compliance may require a visual verification by a LHCP staff member prior to covering the voids with stops, casings etc..

When replacing windows and doors, the same kind of window or door should be used. Example: You are ordered to replace six doors. Do not install three panel doors and three slab doors. You must replace the doors so that all are of the same kind or style.

When replacing window and door stops, you must use the same kind of materials throughout the project.

At no time will interior doors be accepted as suitable replacement doors in an exterior application.

As components are replaced such as, but not limited to, baseboards, casings, jambs, stools, thresholds, horizontal trim, precautions (scribing/scoring) should be utilized in planning the removal of the component so as to minimize damage to the adjacent wall/ceiling/floor. Included in all component replacement, unless otherwise instructed in the line item or supported by a written change order, the contractor will include the costs to repair gaps, cracks, voids created as part of the replacement process. These repairs may include, but are not limited to, application of drywall compound in phases to minimize shrinkage, matching the kind of finish on existing components. If it is a smooth surface, the drywall compound will be sanded smooth. If there is a textured surface, the contractor will provide texture to match. At no time will caulking be acceptable as an interior finish treatment.

Processes must include repairing/replacing deteriorated substrates.

WINTER WORK CONDITIONS

During periods of the year when outdoor temperatures are below freezing, the application of all temperature sensitive materials (caulking, paint, mortar, adhesives) must follow the manufacturer's label instructions. Do not apply the above-mentioned materials when the temperatures fall below the recommended ranges.

In the event that weather prohibits execution of a line item in full, an amount will be withheld that is the greater of either the next highest bid on this line item plus 10% or the amount of the successful bidder's line item plus 25%. Should the line item(s) have already been included in a partial or final payment, and the check is being held by the LHCP until all items are complete, the contractor must provide payment for the line item(s) in question. Upon completion of the weather delayed line items the contractor's payment will be returned. Or, the partial or final payment will be withheld until all work is completed. **The LHCP reserves the right to issue a "stop work order" for portions of/or the entire project. The discretion for legitimacy of issuance of such orders falls entirely with the Program Manager.**

PAYMENT REQUESTS

Contractors will need to submit a request for payment to initiate the payment process. All payments will be distributed via check or direct deposit. Contact the LHCP Administrative Assistant for instructions. All final paper work must be processed prior to the release of a final payment. Final paper work will also include; lien waivers, sub-contractor & supplier lists, and anti-kickback statement. ***A copy of final Lead Abatement report generated by the contractor and signed & dated by the owner of the property is required for each project. It will not prevent issuance of the final payment.***

All payments will be processed within 30 days of receipt. Request for payments less than 30 days must be submitted to the LHCP.

Requests for partial payment and final payment will never be released when all work submitted is not complete. Caution should be used in submitting requests prior to completing all relevant line items.

CLEARANCE TESTING

The contractor must provide sufficient time to coordinate clearance testing. A 36-hour notice should be given of the anticipated date and time for clearance testing. Multiple phase projects must include consistent dates for the recording of interim clearances/notices to IDPH. This contractor is responsible for all additional clearance testing and any relocation costs that go beyond the ten calendar days.

LIMITS ON CONTRACTS/CONTRACTORS

The Lead Hazard Control Program reserves the right to limit the number of projects that can be awarded to any one firm. The final determination will be based on past working history with each

individual contractor and their sub-contractors. Some factors influencing the number of projects to be assigned to any one firm at one time may include but are not limited to: the number of successfully completed projects with our program in the past, the number of properly trained workers and sub-contractors, past history of providing a continual presence on the job during the time of relocation, past work record regarding completion of projects within the number of days indicated. This time frame starts at the time of when the Notice to Proceed is issued. Additionally, previous success in passing clearance testing on the first attempt, previous history of maintaining a daily clean & safe work site free from debris and construction materials, demonstration of the ability to warehouse tools & materials on the jobsite in a safe and secure manner, prompt and proper removal of waste generated from the site, the total number of contracts each vendor currently has, history of complaints against a contractor or their employees. New contractors may be restricted from securing multiple projects until they have demonstrated competency in all of the above-mentioned areas. This restriction may also include limitations regarding the awarding of projects with multiple units in each building until a time which they have demonstrated the ability to handle multiple assignments. Any contractor who is awarded contracts will not be considered for that contract until a point that they do not owe the City of Sioux City for any violation of parking fines, traffic violations, housing ordinances or municipal infractions. The City of Sioux City reserves the right to suspend awarding future work to any contractor involved in litigation resulting from a dispute as a result from working on a LHCP project.

Effective immediately, after a bid opening/openings, contracts and notice to proceeds will not automatically be awarded to the lowest responsible bidder. The LHCP reserves the right to exclude a firm from securing future work while they are delinquent on starting/completing other projects associated with our program's efforts. Successful performance will be determined by the timeline issued by the LHCP. **The LHCP will have total control regarding what projects will be completed and in what order they will take place. The LHCP will also determine which phase of each project will take place including how executing line items impacting relocation will be performed.** Should one contractor have the lowest bid on any subsequent projects, they will be awarded those as they demonstrate timeliness in completing their current projects. If a contractor is delayed through their own fault (poor attendance, conflicting work, poor management etc.) the pending contract(s) will be awarded to the next lowest bidder who has demonstrated competence with our program. The LHCP will have sole responsibility in determining the outcome of awarded projects. Contractors should not make overtures regarding pending work not originally assigned to their firm. Each contractor should focus on the factors impacting their own firm's progress and need not be concerned with the progress or performance of competing contractors

The contractor should instruct prior the owner/occupant regarding what needs to be removed from the worksite on the interior of the dwelling prior to relocation. The LHCP will offer all directions regarding relocation. **At no time will it be allowed to perform abatement activities when any portion of the occupant protection plan has not been followed to the letter of the law. Contractors will need to stay on task in planning their projects to ensure that the owner/occupants are fulfilling their obligations. It is the contractor's responsibility to communicate with the owner/occupant all matters that impact a timely, compliant start to their project.**

The contract document shall contain language regarding the owner's responsibility to provide utilities necessary to perform the work as outlined in the bid document. Examples of such

provisions shall include electricity and water. The electricity shall be intended to provide light for the work area and power for electric tools. The water shall be intended to facilitate cleaning of the dwelling, washing of tools and hands and face prior to workers taking breaks. There is no provision included for providing bathroom facilities. **The contractor shall be held accountable for problems arising due to their negligence, actions and/or failure to act.**

BONDING

The successful bidder shall furnish, within ten (10) days of the award, a Performance Bond on forms required by the City of Sioux City, in the full amount of the contract as security for the faithful performance of the contract. A cashier's check **will not** be accepted. The contractor shall guarantee the payment of all persons performing labor or furnishing materials in connection with the contract. This security shall also cover the guarantee required by the contract for the period of guarantee stated in the proposal.

GENERAL NOTES

At no point is it acceptable, without documentation to the contrary, to utilize "used" components. All materials provided must be new. All materials removed during the length of the contract must be properly disposed at the appropriate construction and demolition landfill in the jurisdiction where the waste is generated.

In the process of executing line items if the contractor moves items (example: items in or around the house, garage, accessory building, general yard area etc.) and the specifications do not direct the contractor to do so, the contractor will replace those items. It is the responsibility of the contractor to point out potential issues regarding items that could be/should be moved. Requests for final walk throughs must be at least 48 hours in advance. This time frame is necessary for the LHCP to arrange the meeting between program staff and the owner. It is the contractor's responsibility to walk through each project verifying by line item that each line item has been executed properly prior to calling for the final meeting. Included in this request is the contractor preparing documents for presentation at the final (abatement reports, warranty information etc.)

For all line items calling for LHCP staff to verify activity (paint removal, proper marking of substrates etc.) the contractor will need to document by taking pictures of each application and delivering them to the LHCP office prior to payment disbursement. Failure to do so may result in re-doing the work in question.

CONTRACTS ARE IRREVOCABLE

Awarded contracts are irrevocable. This means that when a bidder submits a bid they are endorsing that the pricing as indicated in their bid document has been carefully evaluated prior to submission. The LHCP carefully qualifies all firms that exhibit interest in participating in our lead hazard reduction efforts. Requisite to assisting us in that regard, we expect that firms submitting pricing to be confident with their pricing as such contracts are not eligible to be revoked. There is language in every contract that states this. A copy of our standard contract can be made available as a supplement to the instructions to bidders. Each bidder should read the contract if they have not already done so. When a firm signs the Receipt of Instructions to Bidders that is submitted along with each bid

document, they acknowledge that they agree to comply with the instructions of that document as well as the actual contract. From this point forward the terms of the contract are also part of the instructions to bidders.

It is not the intention of the LHCP to create a hardship for the firms participating in our lead hazard reduction efforts. Should there be a gross oversight; the LHCP reserves the right to throw out bid(s) submitted for that particular project. In that event the project may be thrown out all together; it could be presented again on subsequent bid-lettings. In this scenario, the LHCP may not automatically present the thrown out project to the next lowest bidder as it might not be in the best interest of the City/owner. The LHCP recognizes that at any one bid-letting each bidder does not know how many projects they stand to receive and as such our program administrators will evaluate the low bidder's current program related work load to determine if an "opened" project is likely to be completed within the indicated time frame as established in either the bid document or the actual contract. The submitting firm may be asked to provide feedback to assist program administrators with a final determination. In the event that one bidder is the low bidder on multiple projects the LHCP will not afford the firms awarded multiple projects to decline work at the submitting firm's discretion. To so do is not always in the best interest of the City/owner. The LHCP will evaluate all aspects of the submitted pricing/ current program workload and choose in the best interest of the City/owner which project(s) a contractor will enter into an agreement with. Again, it may not always be in the best interest of the City/owner to automatically enter into a contract with the next lowest bidder.