

INSTRUCTIONS

TO

BIDDERS /

CONTRACTORS

Muscatine, Iowa

215 Sycamore Street, Muscatine IA 52761

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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 Muscatine Program Manager **563-223-8241**. The purpose of having the "contractor copy" on the premises is to eliminate confusion about the intended scope of work. A second copy of the contractor copy can be made available for job site use if needed.

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 person(s) with a valid Lead Abatement Worker Certificate in the State of Iowa. All activities are to be conducted by 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 Muscatine, Muscatine 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 offenses can result in a twelve-month suspension of privileges to participate. Continued infractions may result in disbarment from further participation in the Lead Hazard Reduction Program. Determination of penalties rests 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 Muscatine 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 Muscatine and the property owner deem to be in the best interest of the City of Muscatine and property owner.

BIDDER or firm representative must be present at the Bid walkthrough to be eligible to bid on a project. An invitation to bid on contracted work will be sent to registered contractors in compliance with program requirements. Written estimates for each lead hazard control work job will be maintained in the case file. Bid documents must be sealed in an envelope, which is clearly labeled with the word "bid documents".

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 specified in the Notice to Proceed and 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 the right to exclude a bid rest solely with the Lead Hazard Reduction Program. The LHCP reserves the right to exclude a bid if not within 15% either way of range of the cost

estimate. Prior to disqualifying a bid based solely on the 15% limitation, the program staff will contact the lowest bidder to discuss the validity of their bid to be followed by a written justification if the City so chooses. This action intends to protect the interest of the owner and/or the City of Muscatine. 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.

The City of Muscatine will utilize a project limit, contractors will be limited to three projects at a time, and cannot bid on new projects until two of the three current projects are complete. This is in the contractor, and the City of Muscatine's best interest to promote program effectiveness and constant progression toward program goals.

This proposal may not be withdrawn for 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) before 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 before 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 choose a method of remediation that is in the best interest of the owner/City of Muscatine. 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 generate

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 before executing any potential change. If during work, the contractor uncovers unforeseen damage that wasn't apparent before bidding, the contract price may be amended accordingly through the change order process. A representative of the Lead Hazard Control Program Shall determine the legitimacy of change orders.

All work shall be completed according to the 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 the quality of materials. The 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 Muscatine will have the final decision regarding quality. All proposals for substitutions must be submitted and approved by a Lead Hazard Control program before 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 before 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 the exclusion of consideration for the awarding of the contract and any future work.

- The contractor must obtain a Contractor Pollution Liability (CPL) policy form that includes lead and lead-based paint in the definition of (or similar characterization). If a "Claims-Made" CPL policy is purchased, the policy should provide an automatic extended reporting period of at least thirty days for no additional premium. The policy should also allow for the purchase of an optional extended reporting period of at least one year.
- Limits of Liability for Lead Hazard Control Work: The limits of liability should be a minimum of \$1,000,000 per claim or per occurrence. If the policy contains an aggregate limit, the minimum acceptable limit should be \$1,000,000. The owner may choose higher limits of liability based on claims history in its area or its own claims experience. 3. Deductible: If a deductible is applicable, it should not exceed \$5,000 per claim or per occurrence. Deductibles of less than \$5,000 may be elected if the owner chooses, although this may cause an increase in premium which may be passed through in some form to the owner. "pollutants"

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

NO SMOKING REQUESTS

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

PENALTIES/NOTIFICATIONS

Each housing unit may be vacated for a period 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 \$125 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 before the delay occurs. This requirement will be monitored, and attendance recorded. Special conditions may absolve the contractor from any penalty. The final determination of the 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. Any failed clearance costs will include the cost of relocation and program staff time. The amount for those materials and services is \$125 per day. The City will deduct any penalties/additional relocation costs from the project's 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 before finishing the first project. Each contractor is responsible for reviewing the specifications before 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 to be 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 \$450.00 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 before relocating the tenants, the contractor takes delivery of the windows and verifies that the correct sizes are available. Each contractor shall request from their supplier a written acknowledgment 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. **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 and relocation.**

The contractor will notify the LHCP a minimum of 2 weeks in advance of the start date they begin each project. They also will notify the LHCP within 24 hours of completion. A staff member will verify all work completed before 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 Muscatine Lead Hazard Control Program staff shall have the right of entry to the project site for inspection at any time. The contractor will be required to provide a copy of their IDPH seven-day notice to the LHCP before 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 subcontractors before the pre-construction meeting to be scheduled at a later date. Any sub-contractors must provide proof of eligibility before 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 before 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 with 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 promptly after given the Notice to Proceed and work shall be completed within the 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 circumstances 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. Under 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, and 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 owner's permission.

WASTE REMOVAL

All discarded materials and construction debris shall be removed from the job site promptly. 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 of paint chips and construction materials left on the property. Nails, small pieces of metal, and wood shall be cleaned up and disposed of before leaving the job site. 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 as those being replaced. When choosing a grade of wood for trim components, choose a grade that is free of extraneous knots. As components are replaced (for 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 of primer, two coats of finish topcoat or stain, and two coats of polyurethane or lacquer. Colors and finishes should be determined at the pre-construction meeting with the owner. Choice of colors regarding siding, soffit & fascia, and carpet shall be discovered by the Contractor from the owner at a time before the start of construction. The relocation of tenants might not occur until all materials are warehoused in Muscatine (i.e., windows, siding, lumber, etc.).

LEAD HAZARD REDUCTION CONTROLS

ENCLOSURES

Before enclosing the component, you must label the component in a permanent manner "danger, Lead-Based Paint" approximately every two feet horizontally and vertically.

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. Exceptions 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. For 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 calls for enclosing a surface, (for 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. The 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.

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 sunlight. 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 a 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

The contractor must provide a smooth surface after doing paint removal before priming.

ANY LINE ITEM CALLING FOR ABATEMENT PAINT REMOVAL/STRIPPING OF PAINT MUST BE VERIFIED BY A STAFF MEMBER OF THE LEAD HAZARD REDUCTION PROGRAM BEFORE COVERING THE SUBSTRATE (FOR 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 job site. 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. Before 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 before installing the siding for verification.

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

applied, mechanically fastened, and caulked on all seams, and edges before 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/fixed 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 the actual open area with the bottom sash open). This condition will apply to all sleeping rooms. All windows being replaced within 18 inches of the floor require tempered glass or safety glass. If you have any questions or doubts concerning requirements contact the Lead Hazard Control Program office (563-223-8241) 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 a new door, re-install the storm door upon completion (unless specifications dictate otherwise).

If while replacing a door, or window, a surface is revealed (for 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 "peephole" 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 "Sunburst" 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, and deadbolt 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 during the pre-construction phase and before the contractor purchases new locks. When providing multiple new locks for multi-family housing units the contractor must ensure that the lock sets 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 instead 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 of 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 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 any space around the replacement component using fiberglass/ batt insulation or approved equal before installing stops/casings and caulking. Non-compliance may require a visual verification by an LHCP staff member before 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, and horizontal trim, precautions (scribing/scoring) should be utilized in planning the removal of the component 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, and voids created as part of the replacement process. These repairs

may include but are not limited to, the 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 a 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.

If weather prohibits the 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 the legitimacy of the 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 paperwork must be processed before the release of a final payment. Final paperwork will also include; lien waivers, sub-contractor & supplier lists, and anti-kickback statements. **A copy of the 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 the issuance of the final payment.**

All payments will be processed within 30 days of receipt. Requests 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 before 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 contractor and their subcontractors. 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 completed projects with our program in the past, the number of properly trained workers and subcontractors, 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 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 job site safely and securely, 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 at 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 Muscatine for any violation of parking fines, traffic violations, housing ordinances, or municipal infractions. The City of Muscatine reserves the right to suspend awarding future work to any contractor involved in litigation resulting from a dispute as a result of working on an LHCP project.

Effective immediately, after a bid opening/openings, contracts and notice to proceed 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 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 for 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 the owner/occupant regarding what needs to be removed from the worksite on the interior of the dwelling before 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 the cleaning of the dwelling, and washing of tools and hands and face before workers take 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 Muscatine, 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 of 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 (for 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 the 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 before 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 before 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 before submission. The LHCP carefully qualifies all firms that exhibit interest in participating in our lead hazard reduction efforts. Requisite to assist 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 are 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 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 workload 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. If 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 do so 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 agree 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.

Containment

All projects shall be engineered to include complete cleaning of all occupied spaces within a dwelling unit. The contractor should be prepared to include all costs of cleaning. Should the conditions allow for containment, the lead hazard control program will designate the methods to be utilized. The contractor does not automatically have the liberty to establish areas that are "outside containment". Pre-existing hazards and the scope of work are primary factors that allow for the use of establishing containment.

Warning Signs

29 CFR 1926.62 (Lead)

Effective June 1st, 2015

"The equipment shall ensure that the containers of contaminated protective clothing and equipment required by paragraph (g)(2)(v) of this section are labeled as follows:

Danger: CLOTHING AND EQUIPMENT CONTAMINATED WITH LEAD. MAY DAMAGE FERTILITY OR THE UNBORN CHILD. CAUSED DAMAGE TO THE CENTRAL NERVOUS SYSTEM. DO NOT EAT, DRINK OR SMOKE WHEN HANDLING. DO NOT REMOVE BY BLOWING OR SHAKING. DISPOSE OF CONTAMINATED WASH WATER BY APPLICABLE LOCAL, STATE, OR DEFERRAL REGULATIONS."

“The employer shall post the following warning signs in each work area when an employee’s exposure to lead is above the PEL.

DANGER

LEAD WORK AREA

MAY DAMAGE FERTILITY OR THE UNBORN CHILD

CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM

DO NOT EAT, DRINK, OR SMOKE IN THE AREA