Neighborhood Services Division – Lead Hazard Reduction Program

INSTRUCTIONS

TO

BIDDERS / CONTRACTORS

IALHD0498-23

Sioux City, Iowa

Neighborhood Services Division

521 Nebraska, Sioux City, IA 51102

INSTRUCTIONS TO BIDDERS

At all times, Contractors and their personnel shall maintain on-site, at all times, a complete set of the official Instructions to Bidders, Project Specifications (including all site maps), and the contact information for the Sioux City Program Manager (712-224-4984). The purpose of this mandatory job site documentation is to eliminate potential confusion regarding the intended Scope of Work (SOW). A secondary copy of these Contract Documents may be made available for job site use upon request.

The purpose of the work items detailed in this Bid Document is to achieve Lead-safe conditions on both interior and exterior surfaces of the subject property. The activities specified may include both lead abatement work items and interim control work items. Only individuals or firms holding a current and valid Lead Abatement Contractor License issued by the State of Iowa shall be eligible to submit a bid. All on-site activities must be performed by individuals holding a current and valid Lead Abatement Worker Certificate issued by the State of Iowa. All activities shall be conducted in strict accordance with Iowa Code Chapters 69 and 70, and all other applicable local, state, and federal statutes, ordinances, and regulations. The Contractor shall be solely responsible for adhering to all regulatory standards, which are subject to jurisdiction-specific variances.

Contractors who demonstrate non-compliance with the rules and regulations of the City of Sioux City, Woodbury County, the State of Iowa, or any federal agency shall be subject to punitive and administrative penalties. The first offense may result in the formal issuance of probationary status. Repeat offenses may lead to a minimum twelve (12) month suspension of privileges to participate in the Lead Hazard Reduction Program (LHRP). Continued infractions may result in permanent debarment from future participation in the Program. The determination and administration of all penalties and sanctions rest solely with the Program Manager and Program Director.

In signing and submitting this Bid Proposal, the BIDDER acknowledges having physically viewed the project site and being fully familiar with the requirements set forth in the specifications and the existing site conditions. This proposal may not be withdrawn for a period of thirty (30) consecutive days following the date of bid opening. Bids received must be for the execution of the entire Scope of Work as called for in the Project Specifications. Bidders shall not add any conditions, qualifying statements, or modifications to this proposal; any such alteration shall result in the immediate invalidation of the bid. The BIDDER or a firm representative must be present at the mandatory Bid Walk-through in order to be eligible to submit a proposal. Bids submitted by firms who did not attend the walk-through will be deemed non-responsive and will not be considered.

All bids must be itemized in permanent pen in the spaces provided. Total each division of the bid package and transfer the total to the BID SUMMARY page. Legibility is mandatory; illegible submissions may be discarded as incomplete. Mathematical errors shall be subject to correction, and the lowest calculated sum of the line items shall be considered the total bid price. The BIDDER agrees to perform all work described in the Contract Documents and Project Specifications for the assigned residence at the indicated Firm Fixed Price. The BIDDER hereby agrees to commence work on or before a date specified in the Notice to

Proceed and to fully complete the project within the PROGRAM-specified consecutive calendar days thereafter. The LHRP reserves the right to monitor project duration to verify the accuracy of the proposed timeline.

The City of Sioux City reserves the unqualified right to reject any or all proposals, to waive informalities and irregularities, and to enter into such contracts as the City of Sioux City and property owner deem to be in their respective best interests. A contract, if awarded, will be awarded to the lowest responsive and responsible bidder. The Program reserves the right to exclude any bid, at its sole discretion, to protect the interest of the owner and/or the City of Sioux City. This control measure is typically exercised when an inexperienced bidder submits a low bid significantly below the program's cost estimate, which would be deemed detrimental to the owner's and/or City's best interest.

CONTRACTORS

BID WALKTHROUGHS

The Contractor shall be solely responsible for the accuracy of their bid, which must be based upon independent, mandatory field verification of all existing conditions, quantities, measurements, and dimensions at the project site. All quantities, measurements, dimensions, and existing conditions provided in the Project Specifications are offered strictly as an aid and constitute approximations only. The bidding Contractor is required to physically attend the Mandatory Bid Walkthrough and thoroughly review the contents of the specifications to identify and verify any discrepancies prior to submitting this bid document. The successful Bidder explicitly agrees that no Change Orders shall be approved or compensated based upon claims of mistaken quantity, count, measurement, or dimensions discovered after the bid submission. Should any necessary materials included in the bid be subject to back order or unexpected unavailability, the Contractor must formally notify the LHRP in writing prior to the issuance of the Notice to Proceed. Failure to provide timely notification may result in delays for which the Contractor shall be held responsible.

Periodically, Alternates will be included within the bid documents. The intent for utilizing these Alternates is to achieve the greatest value for Program funds and/or to select a method of remediation that is deemed to be in the best interest of the owner and/or the City of Sioux City. Alternates shall not be included in the Contractor's base bid sub-total amounts. If an Alternate is selected by the City, the stated price for the accepted Alternative bid item will be formally combined with the Adjusted Base Bid Total upon award.

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

All requests for pricing necessary to generate a Change Order shall be submitted by the Contractor in writing within forty-eight (48) hours of the request from the Program. Failure to provide the requisite pricing within this mandated timeframe may be deemed a non-responsive action on the part of the Contractor and may result in the Program proceeding with an alternate course of action.

All work shall be executed strictly in accordance with the Project Specifications. Any modifications, alterations, or deviations from the executed Contract must be formalized through a written CHANGE ORDER duly executed by authorized Program staff. If the Contractor elects to proceed with modifications or changes to the Project Scope without a properly executed CHANGE ORDER, the Contractor shall be solely responsible for all costs associated with correcting the unauthorized changes and restoring the work to the original contract specifications.

Legitimate changes requested by the property owner may be considered, provided such changes do not impact or extend the length of the tenant's temporary relocation period. The LHRP must receive prior written notification before the Contractor executes any potential change. If, during the course of work, the Contractor uncovers unforeseen damage or latent conditions that were not readily apparent or discoverable prior to the submission of the bid, the Contract Price may be amended through the formal Change Order process. A designated representative of the LHRP shall retain the sole authority to review, determine the legitimacy of, and approve all proposed Change Orders.

All work performed under this Contract shall adhere strictly to manufacturer's instructions, product specifications, and accepted standard construction trade practices. Furthermore, the Contractor must follow all Iowa Department of Public Health guidelines regarding lead abatement projects at all times.

Products specified in the bid document establish the minimum standard of quality required for the project. The Contractor shall not be compensated beyond the amount listed in the bid document for utilizing materials or labor exceeding those required in the specifications.

Substitutions for specified materials may be considered if the quality is demonstrably equal to or superior to the specified material and meets the intended application/treatment area requirements. All proposals for substitution must be submitted and approved by a Lead Hazard Reduction Program Representative prior to bidding or usage and must be formalized via a written Change Order. The City of Sioux City reserves the right of final determination on all decisions regarding material quality and substitutions.

CERTIFICATIONS

The Contractor shall furnish a Certificate of Insurance demonstrating coverage in the amounts stipulated within the final Contract for Construction prior to the issuance of the Notice to Proceed and project commencement. Upon request, the Contractor must provide copies of all relevant Iowa Department of Public Health (IDPH) certifications for all workers, sub-contractors, and the

contracting firm itself performing work on this project. Failure to comply fully and promptly with these certification and insurance mandates shall result in the exclusion of the bid from contract consideration and may lead to debarment from future program participation.

NO SMOKING REQUESTS

Smoking is strictly prohibited within the interior confines of the dwelling at all times. This prohibition extends to all workers, subcontractors, and site visitors. Any exterior smoke breaks or use of tobacco products must be conducted in strict adherence to IDPH regulations concerning lead hazard work, specifically regarding personal hygiene and decontamination procedures, including mandatory handwashing prior to re-entry or contact with work areas.

LEAVING LIGHTS ON IN THE INTERIOR

The Contractor is authorized to leave a single, designated interior light fixture illuminated during non-working, evening hours solely for the purpose of site security and theft deterrence. All other non-essential electrical devices must be powered down upon the Contractor's daily departure from the job site.

PENALTIES/NOTIFICATIONS

Each housing unit is scheduled to be vacated for a period not to exceed ten (10) consecutive calendar days for the execution of interior work and successful clearance testing. Should the ten-day period for interior work prove infeasible, the Contractor must immediately notify the LHRP in writing and submit a formal request detailing the specific extension period required. Once the occupant's relocation has commenced, the Contractor must initiate interior work immediately and maintain a documented, uninterrupted presence at the job site until a clearance test is formally requested. The standard workday duration for required presence is eight (8) hours.

The Contractor shall be subject to liquidated damages for failure to adhere to the established schedule and continuous presence requirement. A monetary penalty of Seventy-Five Dollars ($75.00) per calendar day will be assessed for each day work is delayed after the unit has been vacated, or for each day the Contractor fails to maintain the required eight-hour presence at the job site. Additional monetary penalties shall be assessed against the Contractor as outlined in the general Work Contract for failure to meet the total established completion days. It is the Contractor’s sole responsibility to monitor the schedule, record all relevant dates, and notify the LHRP immediately, in writing, of any potential or actual delay prior to its occurrence. The LHRP reserves the exclusive right to determine the legitimacy of any claimed delays. Only delays determined by the LHRP to be due to special, unavoidable conditions shall be considered for absolution from penalty. Written notification from the Contractor is required for all delay requests to establish a formal record.

The initial clearance test attempt is included in the Firm Fixed Price Contract. The Contractor shall bear all costs associated with any and all failed clearance tests. Costs incurred due to failed clearance will be assessed at a rate of Seventy-Five Dollars ($75.00) per day and shall include, but not be limited to, the cost of extended storage unit rental, extended occupant relocation, and Program staff time. Should additional clearance testing be necessary, the Contractor shall be

responsible for the established rate of Four Hundred Fifty Dollars ($450.00) for a visual clearance and Six Hundred Dollars ($600.00) for dust wipe sampling, per occurrence.

The City of Sioux City reserves the right to deduct all assessed penalties and additional relocation costs directly from the project's final payment to the Contractor. The City reserves the right to withhold partial or final payments on any active contract if the Contractor is delinquent on the completion date of another awarded LHRP project.

Due to historical supply chain issues impacting critical components (e.g., windows), the Contractor may be required to take delivery and physically verify the dimensions of all critical materials (e.g., replacement windows) prior to the relocation of tenants. The Contractor shall procure a written acknowledgment from the supplier cross-referencing the delivered materials against the original order list for submission to the LHRP. The LHRP shall determine the final occupant relocation date based on the verified availability of all critical, long-lead materials that impact the project timeline. Should material unavailability or dimensional errors necessitate an extended relocation period for the occupants, the Contractor shall be financially liable for the entire cost of the extended relocation period. If a second relocation period is required due to the Contractor's work or materials, the Contractor shall be responsible for all associated costs, including re-testing fees, storage unit rental, and room and board expenses.

The Contractor shall notify the LHRP a minimum of fourteen (14) calendar days in advance of the actual project start date and within twenty-four (24) hours of project completion. A thirty-six (36) hour notice is required for the anticipated date and time for clearance testing. The City of Sioux City Lead Hazard Reduction Program Staff and/or its authorized representatives shall have the unrestricted right of entry to the project site for inspection at any time upon request. The Contractor shall provide a copy of the required IDPH seven-day notice to the LHRP prior to the project start date for monitoring and official reporting purposes. The Contractor is responsible for reviewing all project specifications prior to requesting a clearance test to confirm all line items are completed and rendered lead-safe.

SUBCONTRCTORS

The Contractor shall provide the complete legal name and address of any and all proposed subcontractors to the Program Manager prior to the scheduled Pre-Construction Meeting. All subcontractors must furnish proof of eligibility and licensure to the Program Manager for review and approval before the signing of the Contract. Should the need for additional subcontracting services arise after the project has commenced, the Contractor must obtain written approval from the Program Manager and submit the required proof of eligibility before utilizing the subcontractor's goods or services. The Contractor retains sole responsibility for all work performed and materials supplied by its subcontractors. Any claim arising from damage, non-compliance with regulatory requirements (including, but not limited to, IDPH/HUD regulations), disregard of Program specifications, or warranty issues shall be the sole financial and corrective responsibility of the prime Contractor submitting this bid.

WARRANTIES

The Contractor shall warrant all materials and workmanship for a period of one (1) year following the date of final project completion. Work shall commence in a timely manner following receipt of

the Notice to Proceed and shall be fully completed within the established time period stipulated therein. The Contractor is required to notify the LHRP promptly if the work cannot be scheduled or executed within a reasonable timeframe. The LHRP staff may grant time extensions only under valid circumstances and upon formal documentation. Penalty language for failure to comply with the time provision is explicitly detailed within the executed Contract Document. The Contractor shall deliver to the owner and the City all necessary manufacturer's warranty documentation for components installed (including, but not limited to, windows, doors, and siding) at the time of the final walk-through. This documentation must enable the owner to obtain future service or replacement components independently of the Contractor.

The Contractor shall be wholly responsible for repairing and restoring any and all damage to yard or lawn areas (ruts) created by Contractor-furnished equipment, including vehicles, trailers, and mechanical lifts. Restoration shall include all necessary labor and materials required to re-establish vegetative growth to a condition equal to or better than the pre-existing state. The only exception to this restoration requirement will be granted upon the prior execution of a written Change Order that formally acknowledges and documents the Owner's express permission to forego restoration of the specific damaged area.

WASTE REMOVAL

The Contractor shall be solely responsible for the prompt and legal removal and disposal of all discarded materials, construction waste, and debris generated during the performance of the Scope of Work. Disposal shall be conducted in a timely manner and in compliance with all applicable local, state, and federal regulations. The job site must be maintained in a reasonably clean, safe, and orderly condition at the close of each working day. The Contractor shall implement preventative measures to minimize the scattering of waste and ensure that all hazardous or sharp materials, including but not limited to nails, small pieces of metal, and wood fragments, are collected and properly secured or disposed of prior to leaving the job site daily.

Prior to final acceptance and issuance of the final Certificate of Completion, the Contractor shall execute a comprehensive final cleanup of the property. Complete removal of all remaining construction materials, debris, and waste from the interior and exterior of the property. All installed components, including glass, finished woodwork, and hardware, shall be left in a clean and marketable condition, free of all labels, protective coverings, adhesives, and residue. The final walk-through process will include a detailed visual inspection to confirm the complete removal of all paint chips, abatement residue, and construction materials from the property.

CONSTRUCTION MATERIALS/PROCESSES

CRAFTSMANSHIP

All work shall be executed using professional-grade finish carpentry skills and methodologies. This includes, but is not limited to, the appropriate sanding of all new wood components and

precise finishing of edges. While Lead Hazard Reduction constitutes the primary objective, the delivery of a high-quality, aesthetically pleasing finished product is mandatory.

When replacing trim components, stops, or any other visible wood elements, the Contractor shall select wood stock that is free of extraneous knots and matches the original component's size, profile, and style as closely as possible. The requirement to "cut to fit" mandates the use of similarly sized, new, knot-free material to replace the specified component (e.g., window stops and door stops). All bare wood products (excluding pressure-treated lumber) supplied must receive a minimum of one coat of primer or stain and two coats of a finish topcoat (e.g., polyurethane, lacquer, or high-quality paint), as specified below.

The Contractor shall secure all necessary color, material, and finish selections from the Owner at the pre-construction meeting or at a time explicitly specified in the written scope. Prior to coating new materials, the Owner must approve the choice of primer, stain, or polyurethane/lacquer. Unless otherwise directed in the written specifications, the application standard shall be one coat of primer and two coats of the finish topcoat or stain followed by two coats of polyurethane or lacquer. Final selection of colors and materials regarding siding, soffit, fascia, and carpeting shall be obtained by the Contractor from the Owner prior to the commencement of construction activities. The Contractor shall account for potential delays if materials must be warehoused in Sioux City awaiting these final selections.

When removing an existing component (e.g., window stop), the Contractor shall first score the paint along the joint line between the component being replaced and any adjacent fixed component. This mandatory procedure is intended to minimize the creation of secondary lead hazards during abatement. If the Contractor's actions or the actions of its workers result in damage to a component not originally scheduled for replacement (e.g., cracking or breaking a window sill during window removal), the Contractor shall be solely responsible for the cost of repairing or replacing the damaged component to its original condition. While a change order may be necessary to formally record the modified scope, the associated costs shall be borne entirely by the Contractor.

LEAD HAZARD REDUCTION CONTROLS

ENCLOSURES

All enclosures shall be mechanically fastened and sealed (caulked) to prevent access to the lead-containing substrate. The Contractor shall be responsible for replacing or stabilizing all visibly deteriorated substrates prior to the installation of any enclosure material.

All enclosure materials must be sufficiently and continuously anchored and back-caulked to the substrate to prevent separation, peeling, or access to the underlying lead-containing material. Fastener spacing shall be significantly denser than 18 to 24 inches on center to satisfy the continuous anchoring requirement specified herein. The frequency of mechanical fasteners shall be determined by the material and substrate to ensure maximum rigidity and adherence. Back-caulking is mandatory for all enclosure materials to ensure a complete, airtight seal between the new enclosure and the existing substrate.

Unless explicitly directed otherwise in the Project Specifications, all stair treads shall be completely enclosed, which includes the lead-bearing edge of each tread. Floor areas requiring enclosure shall incorporate a minimum of 3/4-inch quarter round molding installed at all perimeter edges. At doorways, a suitable transition strip shall be installed to eliminate trip hazards while maintaining a complete enclosure seal. For interior surfaces, including enclosed porch areas, that require enclosure (e.g., door and window jambs), a solid wood material shall be utilized for the new enclosure.

When utilizing coil stock for enclosure, the Contractor shall fully enclose and back-caulk the material. Wherever structurally feasible, the coil stock shall incorporate 90-degree bends to provide material rigidity and eliminate the bowing or flexing of the enclosed surface.

The City of Sioux City anticipates and reserves the right to conduct job site verification and inspection by representatives of the LHRP, HUD, and/or IDPH at any time during the duration of this grant project to ensure strict adherence to these enclosure standards.

MASONRY TREATMENTS

When enclosing existing concrete surfaces using metal lath and mortar, the Contractor shall strictly adhere to the following requirements. The Contractor shall strictly comply with all manufacturer's published installation recommendations for both the metal lath and the specified mortar mix. The use of an industry-standard, compatible bonding agent is strongly preferred and recommended to ensure adequate adhesion between the substrate and the first coat of mortar. The use of an industry-standard, compatible bonding agent is strongly preferred and recommended to ensure adequate adhesion between the substrate and the first coat of mortar. The total combined thickness of both the scratch coat and the finish coat of mortar shall be a minimum of one inch (1"). Masonry mortar shall not be applied during periods of overnight temperatures below freezing (32°F or 0°C), unless a specific, manufacturer-approved cold-weather additive is utilized. The proposed additive must receive prior written approval from the LHRP before application commences.

The work processes must include the repair or replacement of any deteriorated, loose, or unsound substrates prior to the application of the metal lath and mortar system. The underlying concrete surface must provide a stable, sound base for the new application. The Contractor shall notify and coordinate with the LHRP immediately upon successful application of the scratch coat portion of the improvement. The completion of the scratch coat requires mandatory field verification and approval by the LHRP prior to the application of the final finish coat.

BARE SOIL

All designated bare soil areas shall be covered with an approved, permeable landscape barrier beneath the stabilizing material (wood mulch or rock). Plastic sheeting is expressly prohibited as a barrier material due to potential premature breakdown from UV exposure and weather, which compromises the integrity of the soil cover. Prior to the placement of wood mulch or rock, the Contractor shall install permanent, rigid landscape edging (such as plastic, metal, or concrete curbing) to clearly define the perimeter of the landscaped area. The edging must be installed to adequately retain the stabilizing material and separate it from grass or concrete surfaces. The use of a permeable landscape barrier is required to facilitate proper water drainage and potentially extend the effective life of the wood mulch or rock cover. Deviation from this requirement

is permitted only upon receipt of an executed Change Order or explicit written direction contained within the final Project Specifications.

The Contractor shall be responsible for sowing grass seed on all interim control areas designated for vegetative stabilization. The quantity of seed applied must be sufficient to achieve full germination and complete coverage of the bare soil. The Contractor shall return to the site following the initial seeding to verify that a satisfactory stand of grass has established. If bare soil remains, the Contractor shall take additional necessary measures to ensure complete, dense growth is achieved at no additional cost to the Owner. The use of a biodegradable grass seed mat is the preferred method for establishing vegetative growth.

No soil remediation or stabilization activities shall take place during the period commencing with the onset of frost and concluding with the thawing of the ground in the spring, unless express written permission is granted by the LHRP. During periods of warmer weather (e.g., a "January thaw"), the Contractor may submit a request to the LHRP for authorization to complete relevant soil line items. Failure to obtain prior notification and approval for work conducted during the restricted period may result in corrective actions being performed at the Contractor’s sole expense.

The Contractor shall take all reasonable and necessary measures to ensure that rock or mulch intended for stabilization is fully contained within the designated landscaped area during distribution and placement. Containment methods shall include, but not be limited to, the strategic placement of sheeting (such as plastic or rigid plywood/OSB) on non-target ground surfaces to catch scattered materials during transfer. No rock or mulch material shall be permitted to remain outside of the intended landscaped areas upon completion of the work.

PAINT REMOVAL

The Contractor shall ensure that all surfaces subject to paint removal achieve a smooth and uniform finish prior to the application of primer or subsequent coating systems. This smooth surface preparation is a mandatory prerequisite for advancing to the priming phase.

Any line item within the Scope of Work calling for the abatement, removal, or stripping of lead-containing paint must be visually verified by an authorized staff member of the LHRP prior to covering the substrate (e.g., application of primer, stain, or paint). This includes, but is not limited to, substrates such as window sills (stools), door thresholds, and door jambs. Failure to comply with this mandatory verification requirement will necessitate the removal of the subsequently applied coatings, repetition of the paint removal process, and re-application of primer/stain/paint, all to be completed at the Contractor's sole expense. The Contractor shall be required to submit photographic evidence of completed paint removal activities when LHRP staff is unavailable for a physical site inspection. The LHRP reserves the right to make photo documentation a permanent requirement for verifying compliance.

The scope of the paint removal process must include the repair or replacement of any deteriorated substrate uncovered during the paint removal operation. All repairs must achieve a seamless transition and be completed prior to the application of the primer coat, ensuring the final surface is sound and durable.

PAINT STABILIZATION

Paint stabilization shall mandate the removal of all deteriorated paint through IDPH wet scraping techniques. Unless explicitly directed otherwise in the Project Specifications, the entire component receiving stabilization treatment must be primed. "Spot priming" is expressly prohibited. When priming bare wood or any porous substrate, the Contractor must apply a sufficient number of coats to achieve 100% complete visual coverage and sealing of the substrate before the application of finish paint.

Unless explicitly directed otherwise in the Project Specifications, baseboards designated for paint stabilization must receive an impact guard installed over the existing baseboard. Where the baseboard meets a 90° surface, 3/4-inch outside corner stock shall be utilized. In all other applications, a 3/4-inch quarter round base shoe must be installed. In the absence of 90° corners, a fabricated impact guard constructed of knot-free wood shall be employed. Should existing 1-inch quarter round require replacement, the Contractor must first install a fabricated piece of stock to fully cover the existing footprint. The 3/4-inch quarter round shall then be installed over this fabricated enclosure.

Paint stabilization processes shall mandatorily include the repair or full replacement of any underlying substrates (wood, drywall, plaster) that have deteriorated to the extent that they cannot accept and retain the new paint system. All new or repaired substrates must be properly prepared prior to the application of primer.

No exterior priming or painting treatments shall be conducted when the forecasted overnight temperatures fall below freezing 32° or 0°C.

SIDING & SOFFIT

IDPH Compliance: All enclosures, including but not limited to siding, soffit, fascia, and new flooring materials, must be properly labeled in strict accordance with IDPH regulations. Following labeling, all enclosure materials must be mechanically fastened and back-caulked to achieve a durable and weather-tight seal.

All vinyl siding used in this project shall be a minimum of 0.42-mil thickness. No materials failing to meet this structural standard will be accepted. Prior to the installation of any vinyl siding, the Contractor shall install a continuous barrier to mitigate the migration of lead dust from beneath the existing substrate. Acceptable barrier materials include house wrap, fan fold, or an LHRP-approved equivalent. All seams and edges of the barrier material must be fully sealed to create a continuous dust containment system. For all line items specifying a vinyl siding system, the Contractor must notify the LHRP and receive visual verification from an LHRP staff member prior to commencing the siding installation. Failure to obtain prior verification may result in removal and reinstallation at the Contractor's expense. Siding shall be installed using full-length pieces whenever possible. Under no circumstances shall siding pieces shorter than 32 inches be utilized where longer lengths are feasible. Exceptions are permitted only where the dimensions of the treatment area are narrower than this specified minimum. The acceptable nailing pattern for all fastened pieces shall be maintained at a maximum 16-inch on-center spacing.

When enclosing soffit areas, the Contractor must utilize non-vented soffit panels. New soffit panels must be placed at the locations of existing vents, ensuring that no necessary ventilation openings are obstructed or covered. The installation process shall include the repair or replacement of any

deteriorated or unsound substrates found beneath the soffit or siding to ensure the new enclosure system has a rigid and stable mounting surface.

WINDOWS & DOORS

Replacement window units shall be double-hung or fixed-type white vinyl inserts with a minimum Energy Star rating and U-Factor .26 or lower. The Contractor may substitute an equal or superior product provided manufacturer specifications confirming compliance are submitted for approval *prior* to procurement. All windows replaced within eighteen (18) inches of the finished floor require the installation of tempered or safety glass. All replacement windows and doors installed on the dwelling must be of the same style and kind as the original components, unless otherwise directed. For example, if replacing multiple interior doors, all shall be the same style (e.g., all panel doors or all slab doors). Replacement exterior doors must be rated for exterior application; interior doors shall not be used in any exterior application.

All voids between the replacement component frame (window or door) and the existing rough opening/jamb shall be fully filled with code-compliant fiberglass batt insulation or equivalent prior to the installation of stops, casings, or trim. All replacement windows and doors must be caulked and sealed both on the interior and exterior using professional-grade, paintable, weather-tight sealant. Non-compliance with proper void filling may require a mandatory visual verification by LHRP staff prior to covering the voids.

Each sleeping room within the dwelling unit must be served by at least one window maintaining a minimum of 5.7 sq. ft. of net clear openable area (as measured with the bottom sash fully open) to comply with current fire and life safety codes. This requirement applies universally to all sleeping rooms. When multiple windows are present in a sleeping room, the Contractor shall avoid installing a casement window in any opening that would prevent the subsequent installation and operation of a window air conditioning unit or where an electrical receptacle is located nearby.

Repairs to existing wood window sashes to remain shall be performed carefully. If deteriorated glazing, broken or missing glass is noted, it shall be replaced. Prior to the installation of new glazing putty, the Contractor shall remove all existing, deteriorated glazing compound. When removing components (e.g., baseboards, casings, jambs, stools, thresholds, trim), the Contractor shall utilize due diligence and necessary precautions (e.g., scoring/scribing) to minimize collateral damage to adjacent wall, ceiling, or floor surfaces.

All new doors shall be provided with complete, new hardware, including hinge sets, doorknobs, and deadbolt locks (for exterior applications). All exterior doors, and interior solid wood doors 30 inches or wider, shall be installed using a minimum of three (3) hinge sets. For multi-family units, the Contractor must ensure that multiple new lock sets do not share the same key code (keys must not be interchangeable). The Contractor shall provide the new keys to the occupants promptly following a successful clearance. All new keys shall be formally delivered to the Owner/Program Manager at the time of the final walk-through; leaving keys unattended on ledges or nails is expressly prohibited. Any costs incurred by the Owner/Program Manager due to lost or misplaced keys shall be borne by the Contractor. When replacing an exterior door that originally included a glass viewing area, the replacement door must provide an equal or greater area of clear glass. A half-glass or full-glass design is required for security viewing purposes; small decorative glass inserts (e.g., "sunburst" or "half-moon" designs) are not acceptable substitutes.

If the replacement of a window or door reveals a previously concealed deteriorated surface (e.g., exterior siding or jambs), the Contractor must enclose and stabilize that surface even if it is not explicitly listed in the specifications. The cost to repair gaps, cracks, and voids created as part of the component replacement process shall be included in the bid price unless explicitly exempted by a line item or executed Change Order. Interior repairs shall utilize methods such as phased drywall compound application to minimize shrinkage and must seamlessly match the texture of the existing surrounding surfaces (e.g., sanded smooth or matched texture). Caulking is strictly prohibited as an interior finish treatment for drywall voids. For replacement doors exceeding 80 inches in height, the Contractor shall frame the void using 2" x 4" lumber installed 16" on center, insulate the exterior space with minimum R-11 batt insulation, and enclose the interior void with wood paneling. The exterior shall be enclosed with treated plywood and covered with aluminum coil stock.

Should the Contractor have any questions, doubts, or require clarification regarding these requirements, the Contractor must contact the Lead Hazard Reduction Program office (712-224-4984) prior to submitting the bid or commencing work.

NATURAL GAS FURNACE SYSTEMS

All proposed natural gas furnace installations must meet the minimum **Annual Fuel Utilization Efficiency (AFUE) rating of 95% or higher.** The Contractor may substitute an equal or superior product provided manufacturer specifications confirming compliance are submitted for approval prior to procurement. Installed units must be professionally sized by a qualified HVAC technician using industry-standard load calculation methodologies. Installation includes the new unit, new programmable thermostat, full venting according to manufacturer specifications and mechanical code, and the installation of all necessary safety shut-offs. The Contractor shall inspect and perform all necessary modifications, repairs, and sealing of existing ductwork to ensure **proper airflow and system balance** throughout the dwelling.

CENTRAL AIR CONDITIONING

All proposed central air conditioning installation must meet the energy-efficient standards with a minimum **Seasonal Energy Efficiency Ratio (SEER2) rating of 15.2, Energy Efficiency Ration (EER2) rating of 11.7 or higher**, unless local code mandates a higher rating. New A/C coils shall be correctly matched and integrated with the new natural gas furnace system to ensure maximum efficiency and performance. Installation includes the exterior condenser unit, interior coil, all necessary refrigerant lines, condensate drain lines, and final electrical whip connection. All work must be completed by an EPA-certified technician and comply with all refrigerant handling regulations.

RADON MITIGATION

Radon Mitigation Systems shall be designed and installed as active soil depressurizations systems in accordance with current Environment Protection Agency Guidelines, Association of Radon Scientist and Technologists Standards (AARST), and American National Standards Institute (ANSI). The contractor shall provide the property owner with a Radon Documentation Information Package ANSI/AARST Standards for Existing Homes.

The Contractor must notify the Program Manager a minimum of thirty-six (36) hours prior to the anticipated date and time when the system will be installed. A post mitigation measurement will be performed no sooner than twenty-four hours and no later than thirty days after a mitigation system is installed at no cost to the contractor/property owner. The dwelling must achieve post Radon Mitigation test results below 4.0 pCi/L.

WINTER WORK CONDITIONS

During periods when ambient outdoor temperatures are at or below freezing, the Contractor shall strictly adhere to the manufacturer's written instructions for the application of all temperature-sensitive materials, including but not limited to caulking, paint, mortar, and adhesives. Under no circumstances shall the above-mentioned materials be applied when temperatures fall outside the minimum and maximum ranges explicitly recommended by the manufacturer. The Contractor shall monitor and document temperature conditions to ensure compliance.

In the event that weather conditions prohibit the execution of a line item in full, an amount shall be withheld from the Contractor's payment. This withheld amount shall be the greater of the following two calculations: The next highest bid submitted for that specific line item, *plus* ten percent (10%); OR The successful bidder's price for that specific line item, *plus* twenty-five percent (25%). If the funds for the incomplete line item(s) have already been included in a partial or final payment check currently being held by the LHRP, the Contractor shall be required to remit payment to the LHRP for the value of the non-executed line item(s). Upon the Program Manager's acceptance of the completed, weather-delayed line items, the Contractor's payment will be promptly returned. Alternatively, the partial or final payment will be wholly withheld until all outstanding work is fully completed and accepted.

The LHRP reserves the unqualified right to issue a "Stop Work Order" affecting portions of or the entirety of the project whenever necessary to protect the integrity of the work, public health, or project compliance. The determination regarding the legitimacy, necessity, and scope of such a Stop Work Order rests solely with the Program Manager, whose decision shall be final and binding.

PAYMENT REQUESTS

The Contractor must submit a formal Request for Payment to initiate the disbursement process. All approved payments will be processed via check or direct deposit. Instructions and necessary forms for payment requests and direct deposit setup are available through the LHRP Administrative Assistant and must be strictly followed.

All payments shall be processed within thirty (30) calendar days of the LHRP's receipt and approval of a complete and accurate Request for Payment and all required documentation. Requests for payments to be released in less than thirty (30) days must receive prior written approval from the LHRP Program Manager. Partial and final payments shall not be released when the payment request includes any work line items that have not been fully completed and accepted by the LHRP. Contractors must exercise due diligence in ensuring all relevant scope items are fully executed prior to submitting payment requests.

Release of the final payment is strictly contingent upon the submission and successful processing of all required final project documentation. This documentation includes, but is not limited to, the following instruments: Final Lien Waivers from the Contractor, all subcontractors, and all major material suppliers. A complete Subcontractor and Supplier List with contact information and amounts paid. A signed Anti-Kickback Statement. A copy of the Final Lead Abatement Report generated by the Contractor and formally signed and dated by the property owner. *Note: While this report is required for project closure, its absence will not automatically prevent issuance of the final payment, but its timely submission is required for final project documentation.*

CLEARANCE TESTING

The Contractor shall be responsible for providing adequate lead time to the Program Manager to successfully coordinate independent third-party clearance testing. The Contractor must provide a minimum of thirty-six (36) hours written notice of the anticipated date and time when the work area will be ready for final or interim clearance testing. For projects involving multiple phases, the Contractor shall be responsible for establishing and adhering to a consistent schedule for the recording and submission of all interim clearance notices to IDPH, as required by Iowa Code and regulatory protocols.

The Contractor shall bear sole financial responsibility for all costs resulting from project delays or failures to achieve regulatory clearance on the initial attempt. This liability includes, but is not limited to: The cost of any and all subsequent clearance testing required until a successful clearance is obtained. Any and all tenant relocation costs that accrue beyond the original ten (10) consecutive calendar days allotted for the completion of the abatement work and final clearance. Failure to provide the required notice or failure to pass clearance testing due to the Contractor's actions or omissions shall constitute a breach of contract resulting in the application of these financial penalties.

LIMITS ON CONTRACTS/CONTRACTORS

The LHRP expressly reserves the right to limit the total number of projects that may be awarded to any single firm at any given time. This determination shall be based solely upon the firm's demonstrated capacity, performance history, and ability to manage multiple projects concurrently. Factors influencing the award limitation shall include, but not be limited to:

- Successful project completion history within the LHRP.
- Demonstrated proficiency of trained workers and approved subcontractors.
- History of maintaining a continuous on-site presence during the period of performance.
- Record of project completion within the maximum consecutive calendar days specified in the Notice to Proceed.
- Success rate in achieving clearance testing on the first attempt.
- History of maintaining a safe, debris-free work environment.
- Ability to securely warehouse tools and materials on-site.
- Prompt and compliant removal and disposal of project waste.
- Total number of active contracts held by the vendor within the Program.
- History of complaints or actions against the Contractor or its employees.

New contractors may be subject to restricted limits on securing multiple projects until they have satisfactorily demonstrated competency across all performance areas cited in Section 1. This

restriction may include limitations on the award of multi-unit buildings until the firm demonstrates the capacity to manage complex, multiple assignments. Any firm otherwise eligible for a contract award shall be ineligible if they have delinquent balances or outstanding violations with the City of Sioux City, including, but not limited to, parking fines, traffic violations, housing ordinances, or municipal infractions. Furthermore, the City of Sioux City reserves the right to suspend the awarding of future work to any contractor involved in active litigation resulting from a dispute arising from an LHRP project.

Effective immediately, contracts and Notices to Proceed will not automatically be issued to the lowest responsible bidder. The LHRP reserves the right to exclude a firm from securing future work while that firm is delinquent in the commencement or completion of other active projects associated with the Program. Successful performance shall be determined by adherence to the timeline established by the LHRP. The LHRP retains sole and absolute control regarding the assignment of projects, the sequential order of completion, and the determination of phased execution, including all line items impacting relocation activities. Should a Contractor fail to demonstrate timeliness in completing current projects due to Contractor-fault delays (e.g., poor attendance, conflicting external work, inadequate management), the pending contract(s) shall be awarded to the next lowest responsive bidder who has demonstrated competency within the Program. The LHRP shall have sole responsibility for determining the necessity and execution of such re-awards. Contractors shall refrain from making inquiries or overtures regarding pending work not originally assigned to their firm. The focus of each Contractor must remain exclusively on the progress and performance of their own assigned scope.

The Contractor shall provide the owner/occupant with mandatory, written instruction detailing all items and contents required to be removed from the interior work site prior to the commencement of remediation. The LHRP shall provide all guidance regarding relocation logistics. Under no circumstances shall abatement activities be initiated if any portion of the Occupant Protection Plan (OPP) has been breached or remains incomplete. The Contractor is responsible for proactively communicating with the owner/occupant to ensure all necessary prerequisites are fulfilled to facilitate a timely and compliant project start.

The final Contract Document shall contain specific language defining the owner's responsibility to provide essential utilities necessary to perform the work as outlined in the Bid Document. Electricity is intended solely for providing safe illumination of the work area and power for necessary electric tools. Water intended solely to facilitate the cleaning of the dwelling, washing of tools, and personal hygiene (hand and face washing) prior to breaks. No provision is included for providing temporary bathroom facilities; the Contractor must make separate arrangements for sanitary facilities if required. The Contractor shall be held fully accountable and liable for all damages, delays, or problems arising due to their negligence, action, and/or failure to act in adherence to the Contract Documents and all applicable regulations.

BONDING

The successful Bidder, hereinafter referred to as the Contractor, shall furnish, within ten (10) calendar days following the official Notice of Contract Award, the required security instruments as stipulated herein. The Contractor shall provide a Performance Bond in the full amount of

the awarded contract price. This bond shall be issued on forms prescribed and approved by the City of Sioux City, serving as security for the faithful and timely performance of all work and obligations set forth in the Contract Documents. This security shall also explicitly guarantee the Contractor's obligation for the prompt payment of all persons and entities supplying labor or furnishing materials in connection with the execution of the contract, thereby protecting the City and property owner from mechanic's liens. Furthermore, this security shall extend coverage to the guarantee/warranty period stipulated in the final Contract Proposal, ensuring the Contractor's responsibilities survive final payment. The required security must be in the form of a bond issued by a surety company acceptable to the City of Sioux City. Certified or Cashier's checks shall not be accepted in lieu of the required surety bond.

GENERAL NOTES

All materials and components incorporated into the work shall be new, first-quality materials. The utilization of "used," reconditioned, or salvaged components is strictly prohibited unless specifically authorized via an executed change order or explicit written directive from the Program Manager. The Contractor shall be solely responsible for the proper, lawful, and immediate disposal of all waste generated during the contract period. All materials removed must be transported to the appropriate licensed construction and demolition (C&D) landfill within the jurisdiction where the waste was generated, or as directed by the City/Owner.

The Contractor shall exercise due care to protect the Owner's personal property. If the Contractor relocates any items (including, but not limited to, items within the dwelling, garage, accessory structures, or general yard area) that are not explicitly directed to be moved by the Project Specifications, the Contractor shall be fully responsible for the restoration and repositioning of those items to their original location and condition. It is the Contractor’s duty to identify and formally document any potential issues or necessary movements of personal property that may interfere with the successful execution of the line items.

The Contractor shall provide the LHRP with a minimum of forty-eight (48) hours (2 business days) advance notice to request a final walk-through inspection. This lead time is mandatory to allow the LHRP to coordinate the necessary attendance of program staff and the property owner. Prior to scheduling the final walk-through, the Contractor must conduct a comprehensive internal inspection of the project, verifying, line-by-line, that all specified work items have been executed correctly and completely. The Contractor's final walk-through request must include the preparation and readiness of all required closeout documentation, including, but not limited to, the certified abatement reports, product warranty information, and material specification sheets, for presentation to the LHRP and Owner.

For all line items that require LHRP staff verification (e.g., paint removal efficacy, proper substrate marking, material application), the Contractor shall be required to document the activity through photographic evidence of each application stage. This photographic documentation must be submitted to the LHRP office prior to the disbursement of any associated payment. Failure to provide satisfactory verification may result in the work being deemed incomplete or improper, potentially requiring the Contractor to re-execute the work in question at the Contractor’s sole expense.

CONTRACTS ARE IRREVOCABLE

Submitted Bid Proposals are considered irrevocable upon opening, as detailed in Section 4 of these Instructions to Bidders. By submitting a bid, the Bidder warrants that the pricing indicated in the Bid Document has been thoroughly evaluated and is financially firm prior to submission. The LHRP qualifies firms based on their capacity to execute work efficiently. Accordingly, firms submitting pricing are expected to exercise due diligence and demonstrate full confidence in their proposed pricing, as awarded contracts are not eligible for revocation or withdrawal by the Contractor. This condition is legally stipulated within the standard LHRP Contract, a copy of which is available as a supplement to these instructions and should be reviewed by all Bidders prior to submission. By executing the Receipt of Instructions to Bidders, the firm formally acknowledges and agrees to comply with the terms and conditions set forth herein and within the LHRP standard Contract. Upon award, the terms of the LHRP Contract become fully enforceable obligations.

It is not the intention of the LHRP to create an undue financial hardship for participating firms. However, the LHRP reserves the absolute right and sole discretion to: Reject Any or All Proposals for a specific project if the bid pricing exhibits a gross oversight or falls significantly outside the range of responsible estimates, thereby being deemed not in the best interest of the City and/or the Owner. In the event of such a rejection, the project may be re-bid at a subsequent letting; the LHRP is not obligated to automatically award the project to the next lowest bidder.

The Program acknowledges that Bidders are unaware of the final quantity of projects they may be awarded at any single bid letting. To mitigate risk and ensure timely project completion, Program Administrators shall evaluate the following factors for low bidders: The Bidder’s current workload associated with existing LHRP contracts. The Bidder's demonstrated ability to complete projects within the specified contractual timeframe. To facilitate this determination, the submitting firm may be formally requested to provide supporting data regarding their current capacity.

In the event a single Bidder is deemed the lowest responsible and responsive bidder on multiple projects, the firm shall not be afforded the discretion to select which projects they accept or decline. The LHRP retains the exclusive right to evaluate all aspects of the submitted pricing and current capacity, and will unilaterally determine and assign which specific project(s) the Contractor will execute under contract, always prioritizing the best interests of the City and the Owner.