

# Specification For Single Residential Home Renovation/Repair



**Address:** 309 South Green Street, Allerton, IA 50008  
**Homeowner:** Phyllis Wolfe



**Chariton Valley**  
PLANNING & DEVELOPMENT

February 2014

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# Section 1

## Invitation for Bids

## **Invitation to Bid Single Family Residential Renovation/Remodel Project**

On behalf of the Chariton Valley Planning and Development Council of Centerville Iowa and the City of Allerton, Alloy Specialty is soliciting bids for the renovation/repair of single family homes and remediation of lead based paint hazards, as defined by the Iowa Department of Public Health and the Housing and Urban Development Administration. The remediation of lead based paint hazards are for the single family dwelling as outlined in these specifications.

This work is being financed, in whole or in part, through deferred loans and/or grants from the City of Russell as provided by the Housing and Urban Development grant to the City of Allerton. Bids will be solicited by invitation from a list of contractors obtained from various sources. Bid documents will be available at the scheduled Project Open House inspection tours (schedule to be sent out with the Invitation to Bid). Bidders are required to send a representative to the inspection tours scheduled for each job on which the Bidder proposes to bid. A MANDATORY pre-bid meeting with site visits to each home will be held at the on Wednesday, February 12, 2013 at 8.00 a.m. The pre-bid meeting will be held at the City of Seymour's City Building, 109 North 5th Street, Seymour, IA 52590.

Bids received from contractors barred from participation in federally assisted projects will be rejected. All bids must be prepared and submitted in accordance with the instructions to bidders. A statement of contractor's qualifications, available in the bid packet, will also be required prior to any award of the contract.

Interested parties are to mail or hand-carry their sealed bid to:

Chariton Valley Planning & Development Council  
308 N 12<sup>th</sup> Street  
Centerville, IA 52544

Bids must be received until 12.00 p.m. on Wednesday, February 21, 2014, Chariton Valley Planning & Development Council's Office, 308 N. 12<sup>th</sup> Street, Centerville, IA. Bids will be opened at the convenience of CVPD, CVPD's Board and the City of Seymour. Bid results will be released within 10 business day to all submitting bidders. The City of Allerton is an equal opportunity employer.

## **Section 2**

# Scope of Work Bid Form

## SINGLE FAMILY HOUSING REPAIR SPECIFICATIONS

### Single Family Residence

309 South Green Street, Allerton, IA 50008

Owner: Phyllis Wolfe Phone: 641-873-4538

Brief Description of Work to be completed:

- |                                  |   |  |   |
|----------------------------------|---|--|---|
| <input type="checkbox"/> Siding  | <input type="checkbox"/> Roofing                      | <input checked="" type="checkbox"/> Windows  | <input type="checkbox"/> Insulation             |
| <input type="checkbox"/> Doors   | <input type="checkbox"/> Furnace/Central Air          | <input checked="" type="checkbox"/> Bathroom | <input checked="" type="checkbox"/> Wall Repair |
| <input type="checkbox"/> Kitchen | <input checked="" type="checkbox"/> Foundation Repair | <input type="checkbox"/> Wiring              | <input checked="" type="checkbox"/> Walkways    |

### GENERAL PARAGRAPHS

- 1. Work Included:** The Contractor shall provide all materials, labor and equipment necessary to clean and repair this home and provide a complete and usable home ready to occupy in accordance with the minimum standards as set forth in this scope of work.
- 2. Performance of Work:** All work shall be performed in accordance with these General Paragraphs and the attached detailed specifications for all work as stated in this scope of work.
- 3. Contract Completion Time:** The Contractor shall complete all work and cleanup within the specified time limits established in the contract.
- 4. Coordination:** The Contractor shall notify the Chariton Valley Planning & Development Council, Nichole Moore (641-437-4359), two working days (48 hours) prior to beginning each phase of construction so as to schedule an inspection of that work by CVPD personnel.)
- 5. Code Compliance:** All work shall be in accordance with applicable Federal, State, and local laws and the most recent ICC Codes, as applicable.
- 6. Excavation Permit:** Excavation shall be coordinated with all utilities so as to avoid disturbing or destroying utility service lines. The Contractor must verify the location of all utilities prior to commencement of any excavation activities. The Contractor is responsible for all coordination and any liabilities associated with excavation.
- 7. Dumping:** All trash and rubbish shall be discarded off-site in an approved and lawful manner. Unless otherwise stated, all material scheduled for removal or disposal becomes the property of the Contractor. Burning or burying of rubbish on-site or otherwise is prohibited.
- 8. Products:** All materials shall be of best quality for purpose intended and shall be manufactured by companies that regularly engage in the manufacturing of the product specified.
- 9. Workmanship:** All work shall be performed by skilled craftsman that are regularly engaged in work to be performed and shall be at the Journeyman level or directly supervised by a Journeyman.
- 10. Craftsmanship:** All work shall be crafted in a professional manner. No drips, flaws, or second rate work will be accepted. If craftsmanship is lacking, the Contractor shall correct the deficiencies at no additional cost to the owner.
- 11. Cleaning:** After completion of all renovation, remodel and reposition of all furniture. HEPA vacuum all visible surfaces in the dwelling including clothing, furniture, walls, floors and ceilings. Wet wipe all surfaces with lead specific detergent or equivalent and rinse. After surface is dry, HEPA vacuum all visible surfaces except ceiling. All work to be done per HUD and State of Iowa requirements. Submit disposal manifest with final invoice as required.
- 12. Rebates:** Any and all rebates available on products used in this project shall be issue to the city.

## FLOOR REPAIR

1. **Utilities:** Contractor to disconnect water, sewer, electrical, plumbing fixtures, appliances, etc. as required to repair floor structure.
2. **Structure:** Remove and replace rotten, insect damaged, or structurally inadequate floor framing members as required to level floor. Provide and install additional joists, girders, concrete pier pads, piers, etc. as required to provide adequate strength (40# live load) for the floor. All wood within 8" of ground to be treated lumber.
3. **Floor:** Remove and replace damaged floor sheathing to match existing sheathing height.
4. **Floor Covering:** Remove and replace existing floor covering with new floor covering.
5. **Reconnect:** Reconnect all water, sewer, electrical, appliances, etc.
6. **Insulate:** Install R-19 Unfaced fiberglass insulation in all joist spaces. Insulate all water lines in crawl space. Install 6 mil poly ground cover over entire crawl space.

Bathroom – Main Floor

## VINYL FLOOR REPLACEMENT

1. Remove existing floor covering and trim and replace with sheet vinyl of minimum thickness of .05". Color and pattern to be selected by owner. Installation shall be in accordance with manufacturer's recommendations inclusive of floor preparation. Pattern to properly match with all seams parallel (individual room). Caulk wall/floor joint to eliminate air infiltration. Install 2 1/2" wood base molding or rubber molding, as specified in bid schedule, throughout dwelling where sheet/tile is replaced. Molding shall be stained/painted to match wall covering and as approved by owner.

Bathroom – Main Floor

## PAINTING

1. **Surface Preparation:** Clean and prepare the surfaces to be painted. Chip and scrape all loose paint and clean according to paint manufacturer's instructions all exterior trim, siding, wood porch and step railings, garage door, and carport ceiling as applicable to the house.
2. **Primer:** Acrylic primer shall be used to prime all bare wood. Brush and/or roller application is required (no spraying). Metal primer shall be rust inhibiting type.
3. **Exterior Finish Coats:** Provide, at a minimum, two coats, with the first coat being a primer and the second coat being 100% acrylic latex semigloss OR Provide, at a minimum, one coat of 100% acrylic latex semigloss, as specified in Bid Schedule. Paint shall have a 10-year warranty. Semi-gloss finish, enamel or equal. Paint shall be applied uniformly and shall fully cover the existing paint. The newly painted exterior surface shall have a consistent appearance. If additional coats are required to cover over existing paint, contractor shall provide the additional coats at the contractors expense.
4. **Interior Finish Coats:** Paint ceiling with two coats of white 100% acrylic latex ceiling paint. Paint walls with two coats of 100% acrylic latex paint. Apply color specified in the Owner. Flat or semigloss finish. Paint shall have a 10 year warranty.
5. **Application:** Application shall be such that drips, spatters, flaws, streaking, shadowing or other types of inferior workmanship does not occur.
6. **Submittal:** Submit paint specifications and color samples for selection and approval.

Bathroom – Main Level & Stairwell to Second Floor & Second Level Bathroom

**PROVIDE REPLACEMENT WINDOWS**

1. **Removal of Existing Windows:** For all windows identified for replacement remove the window frame and repair and/or modification the opening to receive the new replacement window and insect screen.
2. **Replacement Windows:** The window must be designed and constructed as a replacement type window and shall be installed in accordance with manufacturer's instructions. The minimum requirements are:
  - a. **Window Performance Standard:** Exterior windows and glass doors shall be tested by an approved independent laboratory, and bear a label identifying manufacturer, performance characteristics and approved inspection agency to indicate compliance with the requirements of the AAMA/NWDA 101/I.S.2. Windows must be double pane Low E insulated glass assemblies. Windows must have a U-factor of 0.35 or less. Insect screens shall conform to ASTM D 3656, Class 2, 18 x 14 mesh plastic fabric. Insect screen frames shall be aluminum, complete with all necessary hardware, and shall have a baked enamel finish to match window frame color.
  - b. **Warranty:** Exterior windows and glass doors shall be provided with the following minimum manufacturer's warranty (for owner occupied single family homes, original purchaser):

|                    |          |
|--------------------|----------|
| Vinyl Frame & Sash | Lifetime |
| Hardware           | Lifetime |
| Glass              | Lifetime |
| Labor              | Lifetime |

*\*Actual warranty provided for commercial application of windows may be less than specified above.*

In order to determine whether or not a window submittal meets these criteria, the submittal must include verification from the manufacturer in one of the following forms (the burden of proof is the responsibility of the contractor): printed manufacturer's literature or letter of certification from the manufacturer.
  - c. **Low Maintenance:** Windows should be maintenance free, not require painting, resist decay, and enhance the building in which they are installed.
3. **Install Windows:** Install window frames, glass and glazing in accordance with manufacturer's instructions. Anchors and fasteners shall be compatible with adjoining construction. Area between window frame and framed opening shall be insulated, trimmed, weather-stripped, and caulked so as to minimize air infiltration to the maximum extent possible. The window shall freely and easily operate and shall not bind or be restricted in any way from improper installation. Install replacement window, install or re-install molding and perform other duties as required to deliver a finished product.

Optional – Original House Windows – Thirteen (13)



## BATH

- 1. Countertops:** Provide and Install new countertops to replace existing countertops in kitchen. High-pressure laminated plastic. Post formed top with front edge and integral 4" back splash wherever cabinet meets wall. Formica or equal.
- 2. Cabinets:** Provide and install new cabinets in kitchen. Stock design from manufacturer's standard line. Completely prefinished. (30" wall cabinets with two adjustable shelves.) Base cabinets to have fixed plywood shelves. Color to be selected by Owner and/or CVPD. Use (birch) (3/4" exterior plywood). Manufacturer and style of cabinets shall comply with ANSI A161.1, Recommended Minimum Construction & Performance Standards for Kitchen Cabinets, and shall be labeled same. Apply white silicone sealant around cabinets, countertop and bath vanity.
- 3. Exhaust Fans:** Inspect existing exhaust fans in bathroom(s). Check to make sure fan is exhausted to the outside. If it is not, install discharge duct to the exterior with a backdraft damper OR Install 100 cfm fan in bathroom with discharge duct to the exterior equipped with a backdraft damper, as specified in the Bid Schedule.
- 4. Bathroom cabinets:** Remove existing cabinets in quantity specified in Bid Schedule. Provide and install an equivalent height vanity or height as specified in Bid Schedule. Base of vanity to be prefinished. Vanity top to have 4" backsplash at back and/or wherever it meets the wall. Top to be Formica or as specified in Bid Schedule. Install new lavatory, porcelain over cast iron, medium grade Kohler or equal, color white. Provide and install single lever or dual control chrome finished faucet, medium grade Delta or equal.
- 5. Accessories:** Install new chrome finish (24") towel bar(s). Install a chrome toilet paper holder. Install a chrome metal shower rod for shower curtain. Rod to be plumb with outside of tub. All accessories to be anchored in stud walls or with hollow wall anchors.
- 6. Submittal:** Submit specifications, manufacturer's installation instructions, and color samples for selection and approval.

Area:

Main Bathroom –

1. Remove existing shower
2. Move Toilet from current position to existing shower location
3. Remove and fill current window
4. New cabinet, new sink and accessories.
5. Install shower/tub combo in place of existing tub.
6. Finish ceiling in bathroom
7. Install exhaust fan to fit room size
8. Repaint and finish all walls

Second Level Bathroom –

1. Repaint and repair all walls/ceiling
2. Repair toilet
3. Repair and make 2<sup>nd</sup> level bathroom function

## CONCRETE DRIVEWAY and SIDEWALKS

- 1. Scope:** Provide concrete driveway specified in Bid Schedule. Driveway to extend from street to house. Install driveway to approximate driveway length specified in Bid Schedule.
- 2. Preparation:** The soil under the concrete slab needs to be undisturbed soil or compacted and moist, but not powdery dry or muddy. Place 4 inches of compacted 3/4" base course over the native prepared and compacted soil. Concrete shall not be placed over frozen ground/rock base.
- 3. Concrete:** Provide 4" thick sidewalks and 5" thick driveways. Concrete shall have a 28-day compressive strength of 3000 psi in accordance with ASTM C 94 with 5% - 7% air entrainment. When concrete placement is authorized during cold weather (ambient air temperature less than 50 degrees Fahrenheit), the concrete shall be kept at a temperature of at least 50 degrees for not less than 6 days by the use of concrete blankets or other approved means. Concrete placed during weather exceeding 90 degrees shall be protected from exposure to the sun, wind, and from excessive moisture loss. Moist cure for 7 days. Do not add water to the mix after it reaches the construction site (4" max. slump) and do not add water to the surface during finishing operations.
- 4. Aggregate:** Concrete aggregate shall be 1 inch diameter crushed quarried rock or washed river gravel free of organic materials.
- 5. Reinforcing:** Concrete driveways shall contain 6 x 6 - 10/10 welded wire mesh or a #3 rebar grid at 3'- 0" on center. Rebar or welded wire mesh shall be properly supported with dobies, chairs or other approved methods. Pulling or hooking welded wire mesh to its prescribed depth during slab placement shall not be allowed.
- 6. Joints:** Control joints shall be struck or sawed the width of the driveway and not more than 12'- 0" o.c. Control joints for sidewalks shall be 5'-0" on center. Provide expansion joints between new and existing concrete/materials and at intervals of no greater than 30 feet for sidewalks.
- 7. Finish:** Concrete shall be broom finished.
- 8. Ramps:** Shall comply with the Uniform Federal Accessibility Standards.

Repair existing Ramp

Reinstall Handrail on Street Side entrance

## Repair of Structural Housing Supports – Foundations, Crawlspace, Basements

- 1. Repair of Pier and Beam Foundations** Pier and beam foundations consist of structurally supported floor systems atop piers, posts or footings. Repairs may include shimming the floor framing atop the existing supports, repairing or strengthening the floor framing, replacing or adding supports, and re-establishing void space.
- 2. Floor Shimming** Floor framing may be adjusted by addition of shims atop pier caps. Hardwood or steel shims may be used to fill gaps.
- 3. Framing Repairs** Structural members that are damaged or distressed should be replaced or reinforced. Treated lumber is recommended for general use in framing repairs.
- 4. Additional Supports** Additional supports can be installed when beam or floor framing spans are too great for the design loads, or when existing supports have deteriorated or are otherwise ineffective.
- 5. Void Space** Void spaces designed under foundation elements should be reestablished as necessary.

**Area: Under Dining Room Addition**

## INSULATION

1. **Preparation:** Clean, repair/prepare the surfaces to receive insulation in accordance with the manufacturer's instructions.
2. **Crawl Space/Basement Insulation:** Install R-21 fiberglass batt insulation in crawl space or basement and secure in place with metal "tiger claws" or other acceptable method approved by owner. Crawl space floor shall be covered with minimum 6 mil. Poly, lapped 6 inches and turned up 6 inches on the foundation walls and secured.

or

Install minimum R-20 insulation on the crawl space walls. Ensure the crawl space is not vented to outside air. Apply the insulation on the inside of the crawl space wall, downward from the sill plate to the exterior finished grade level and then vertically and/or horizontally for at least an additional 24 inches. Cover the exposed earth in the crawl space with a continuous vapor retarder.

As specified in Bid Schedule.

3. **Wall Cavity Insulation:** Fill wall cavity with fiberglass batt insulation to achieve the greatest R-value possible.
4. **Ceiling/Attic Insulation:** Add blown-in insulation for a total R-value of 30 or R-30 unfaced fiberglass. Install baffles or air chutes as necessary to contain the insulation and ensure proper ventilation of the attic.
5. **Certification:** The contractor shall certify R-values by placing a certification tag in a visible area.

**Basement: Sill Plate Area**

**Crawlspace Under Dining room addition**

## PLUMBING REPAIR

1. **Water Service:** All corroded, compressed, or damaged supply lines shall be removed. Replace with new supply lines. All new supply lines shall be copper, CPVC, (or other materials conforming to state codes). All plumbing shall be adequately secured. Supply water line to be 3/4", branch lines to be 1/2".
2. **Fixtures:** All damaged, corroded, dripping or inadequate plumbing fixtures and appliances shall be replaced as specified in the Bid Schedule. Contractor to submit specifications of new fixtures to owner for selection and approval.
3. **Drain, Waste, Vent (DWV) Lines:** Replace all inadequate, corroded, or damaged DWV lines. New DWV lines shall be Schedule 40 PVC or other material approved by code. All penetrations through the roof to be with integral flashing. (do not use tar or caulk instead of flashing).
4. **Washer/Dryer Rough-In:** Install a washing machine supply and drain complete with single 110v and single 220v electrical outlets for washer and dryer. Provide and install 1/2" hot water and 1/2" cold water with valve and 1 1/2" drain for washer. Provide vent through wall complete with backdraft damper and exterior cover. Trim, caulk, and seal all openings.
5. **Wall hydrant:** Provide frost proof wall faucet with 3/4" male hose thread. Provide 1/2" water connection.
6. **Certification:** All work shall be performed by a licensed plumber in accordance with Iowa codes.

**Areas: 2<sup>nd</sup> Level and 1<sup>st</sup> Level Bathroom**

## HOT WATER HEATER

1. **Shut Off:** Provide shut off valves on the supply and discharge lines of the water heater.
2. **Relief valve:** Provide relief valve to within 5" of floor, outside building, or into a waste receptor.
3. **Certification:** All new materials and installation to meet the current edition of the ICC's International Plumbing Code.

### Basement

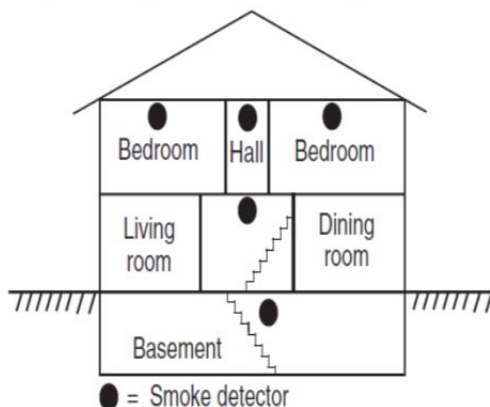
## SMOKE DETECTORS

When interior alterations, repairs or additions, the individual dwelling unit shall be provided with smoke detectors located as required for dwellings. The smoke detectors shall be interconnected and hardwired if a current hardwire exists. If not, battery operated units will be used, with at least a 5 year battery rating life.

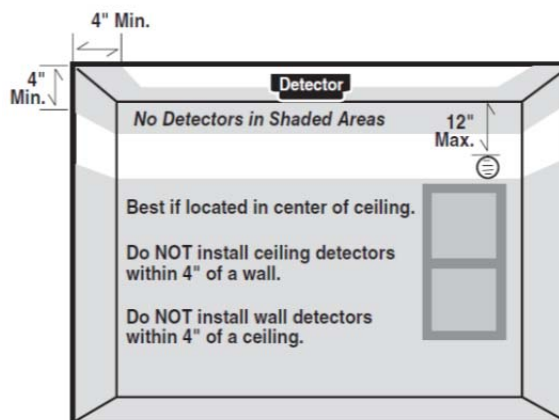
### Installation in existing homes

- Smoke detectors must be mounted on the ceiling at least four inches from a wall or on a wall with the top of the detector not less than four inches, or more than 12 inches, below the ceiling.
- Smoke detectors should not be located within kitchens, garages or in other spaces where temperatures can fall below 32° F or exceed 100° F.
- Smoke detectors should not be located within three feet of supply registers for a forced air heating or cooling system and doors to a kitchen or bathroom with tub or shower because these conditions cause excessive, erratic and unreliable operations.
- Smoke detectors in rooms with ceiling slopes greater than 1-foot rise per 8 feet horizontally shall be located at the high side of the room.
- A smoke detector installed in a stairwell should be located to ensure that smoke rising in the stairwell cannot be prevented from reaching the detector by an intervening door or obstruction.
- If there are no bedrooms in the basement, the recommended location of the detector is then in close proximity to the stairway leading to the floor above.
- Smoke detectors should not be located within 36 inches horizontally of ceiling fan blades.
- Life expectancy of smoke detectors is about 10 years. When replacing a hardwired smoke detector the replacement must also be hardwired.
- Smoke detectors must be adequately secured.
- In all cases install smoke detectors according to the manufacturer's instructions.

### Single-family home detector placement



### Smoke detector placement in sleeping room



## CONSTRUCT ASSESSIBLE RAMP

- 1. General:** Any part of an accessible route with a slope greater than 1:20 shall be considered a ramp. As specified in the Bid Schedule, modify or construct the current accessible route to comply with this specification.
- 2. Slope and Rise.** The least possible slope shall be used for any ramp. The maximum slope of a ramp in new construction shall be 1:12. The maximum rise for any run shall be 30 inches.
- 3. Clear Width.** The minimum clear width of a ramp shall be 36 inches.
- 4. Landings.** Ramps shall have level landings at the bottom and top of each run. Landings shall have the following features:
  - (1) The landing shall be at least as wide as the ramp run leading to it.
  - (2) The landing length shall be a minimum of 60 inches clear.
  - (3) If ramps change direction at landings, the minimum landing size shall be 60 inches by 60 inches.
  - (4) If a doorway is located at a landing, then the area in front of the doorway shall comply with 4.13.6 of UFAS.
- 5. Handrails.** If a ramp run has a rise greater than 6 inches or a horizontal projection greater than 72 inches, then it shall have handrails on both sides. Handrails are not required on curb ramps. Handrails shall be 1-1/4 inches to 1-1/2 inches in diameter. Handrails shall comply with 4.26 of UFAS and shall have the following features:
  - (1) Handrails shall be provided along both sides of ramp segments. The inside handrail on switchback or dogleg ramps shall always be continuous.
  - (2) If handrails are not continuous, they shall extend at least 12 inches beyond the top and bottom of the ramp segment and shall be parallel with the floor or ground surface.
  - (3) The clear space between the handrail and the wall shall be 1-1/2 inches.
  - (4) Gripping surfaces shall be continuous.
  - (5) Top of handrail gripping surfaces shall be mounted between 30 inches and 34 inches above ramp surfaces.
  - (6) Ends of handrails shall be either rounded or returned smoothly to floor, wall or post.
  - (7) Handrails shall not rotate within their fittings.
- 6. Cross Slope and Surfaces.** The cross slope of ramp surfaces shall be no greater than 1:50. Ramp surfaces shall comply with 4.5 of UFAS.
- 7. Edge Protection.** Ramps and landings with drop-offs shall have curbs, walls, railings, or projecting surfaces that prevent people from slipping off the ramp. Curbs shall be a minimum of 2 inches high (see Figure 1).
- 8. Outdoor Conditions.** Outdoor ramps and their approaches shall be designed so that water will not accumulate on walking surfaces.

### Repair Existing Ramp

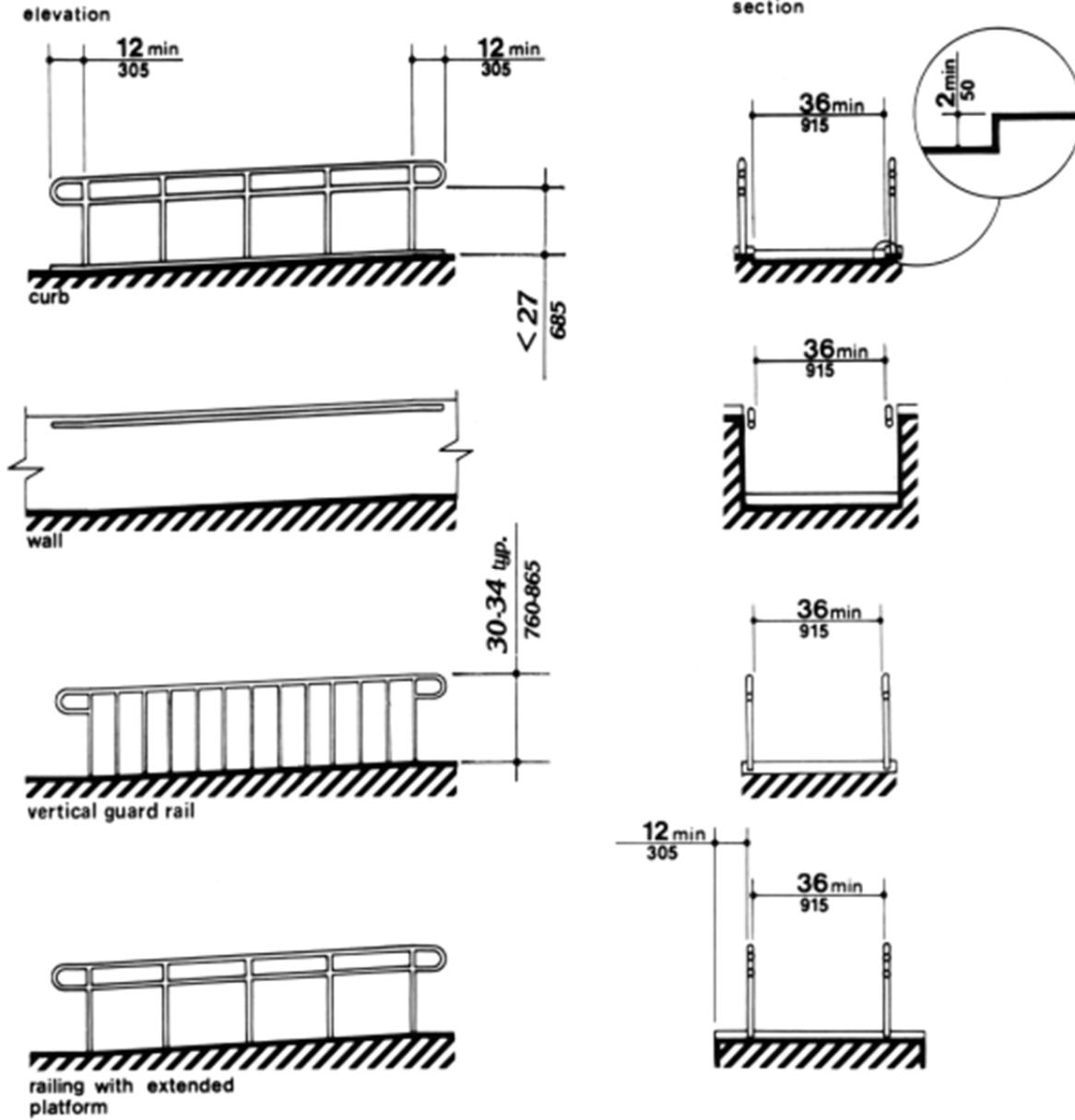


Figure 1

**MODIFY WATER CLOSET SPACE**

1. As specified in the Bid Schedule modify the water closet, including removal and reconstruction of walls and associated work as necessary to meet the following requirements:

- (1) Clear floor space at the water closet shall be as shown in Figure 1. The water closet may be located with the clear area at either the right or left side of the toilet.
- (2) The height of the water closet shall be at least 17 inches and no more than 19 inches, measured to the top of the toilet seat.
- (3) Structural reinforcement or other provisions that will allow installation of grab bars shall be provided in the locations shown in Figure 2. Grab bars shall be installed as shown in Figure 3 and shall comply with 4.26 of UFAS.
- (4) The toilet paper dispenser shall be installed within reach as shown in Figure 2.

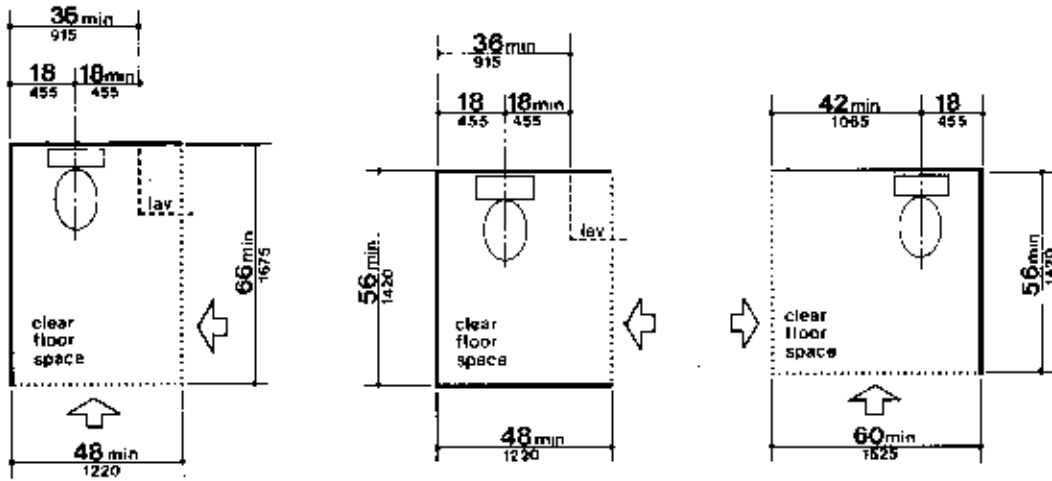
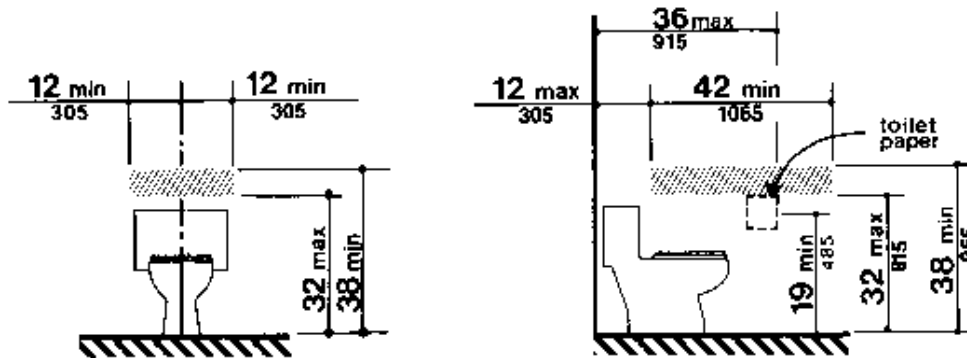


Figure 1

Note: The hatched areas are reinforced to receive grab bars.

Figure 2



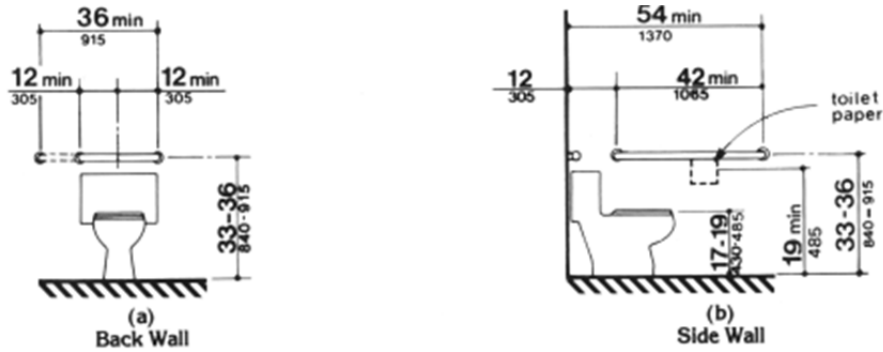


Figure 3

(a) Back Wall. A 36 inch minimum length grab bar is required behind the water closet mounted at a height between 33 and 36 inches. The grab bar must extend a minimum of 12 inches beyond the center of the water closet toward the side wall and a minimum of 24 inches toward the open side for either a left or right side approach.

(b) Side Wall. A 42 inch minimum length grab bar is required to the side of the water closet spaced 12 inches maximum from the back wall and extending a minimum of 54 inches from the back wall at a height between 33 and 36 inches. The toilet paper dispenser shall be mounted at a minimum height of 19 inches.

Main Level – Bathroom

2<sup>nd</sup> Level – Bathroom



**BATHTUB, ACCESSIBLE – PROVIDE AND INSTALL**

**1. Bathtub.** As specified in the Bid Schedule provide a bathtub with the following features:

- (1) Floor space. Clear floor space at bathtubs shall be as shown in Figure 1.
- (2) Seat. An in-tub seat or a seat at the head end of the tub shall be provided as shown in Figure 1 and Figure 2. The structural strength of seats and their attachments shall comply with 4.26.3 of UFAS. Seats shall be mounted securely and shall not slip during use.
- (3) Grab bars. Structural reinforcement or other provisions that will allow installation of grab bars shall be provided in the locations shown in Figure 3. If provided, grab bars shall be installed as shown in Figure 2 and shall comply with 4.26 of UFAS.
- (4) Controls. Faucets and other controls shall be located as shown in Figure 2 and shall comply with 4.27.4 of UFAS.
- (5) Shower unit. A shower spray unit with a hose at least 60 inches long that can be used as a fixed shower head or as a hand-held shower shall be provided.

**2. Bathtub Enclosures.** Enclosures for bathtubs or shower stalls shall not obstruct controls or transfer from wheelchairs onto shower or bathtub seats. Enclosures on bathtubs shall not have tracks mounted on their rims.

**3. Clear Floor Space.** Clear floor space at fixtures may overlap.

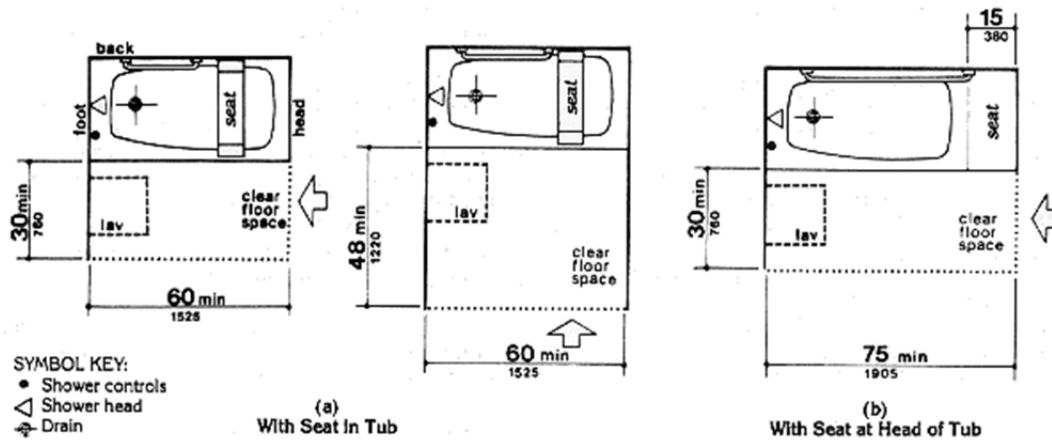


Figure 1

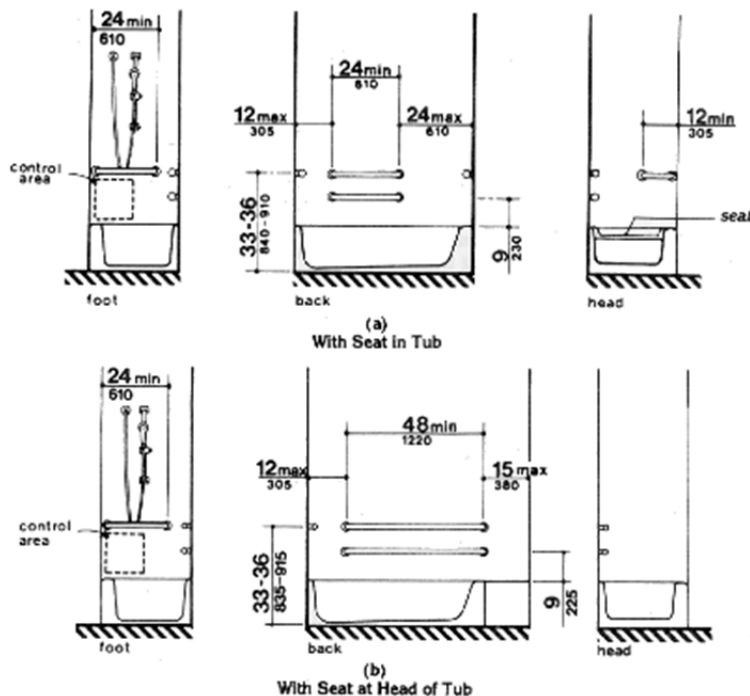


Figure 2

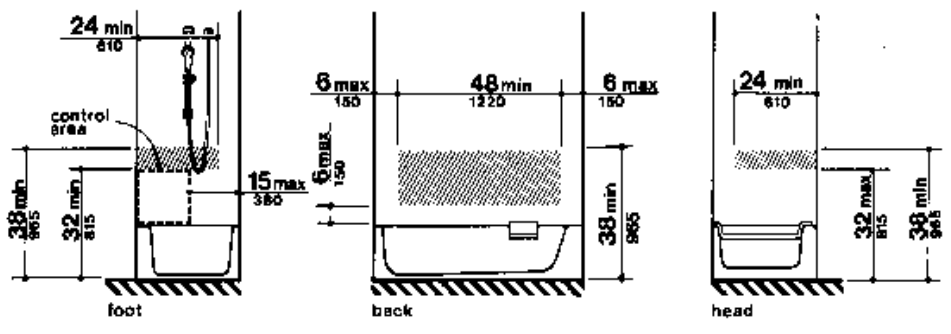


Figure 3(a)  
 Location of Grab Bars and Controls  
 of Adaptable Bathrooms - With Seat in Tub

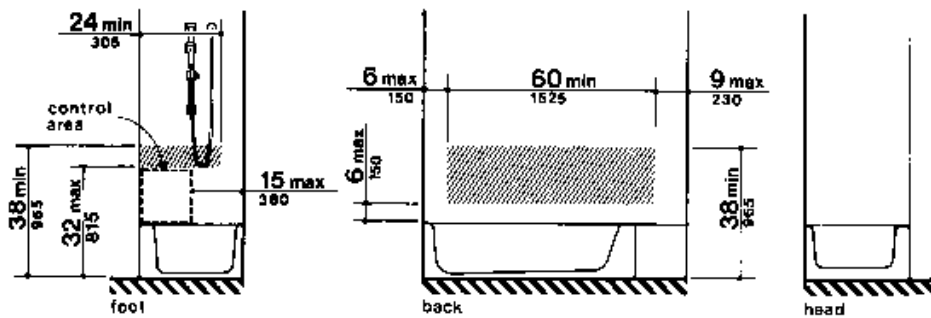


Figure 3(b)  
 Location of Grab Bars and Controls  
 of Adaptable Bathrooms - With Seat at Head of Tub

Note: The hatched areas are reinforced to receive grab bars.

Figure 3

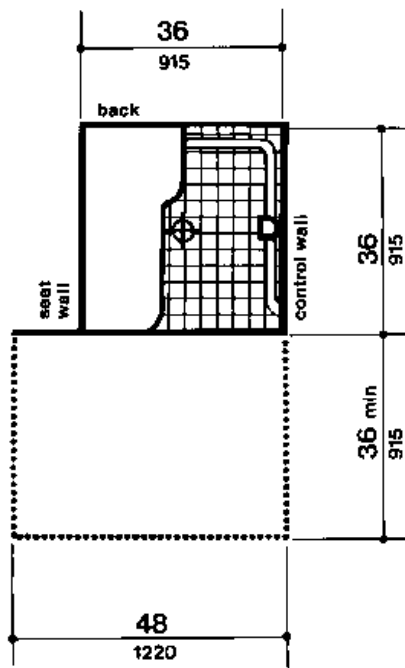
**SHOWER, ACCESSIBLE – PROVIDE AND INSTALL**

1. **Shower.** As specified in the Bid Schedule provide a shower with the following features:

- (1) Size and clearances. Shower stall size and clear floor space shall comply with either Figure 1 or Figure 2. The shower stall in Figure 1 shall be 36 inches by 36 inches. The shower stall in Figure 2 will fit into the same space as a standard 60 inch long bathtub.
- (2) Seat. A seat shall be provided in the shower stall in Figure 1 as shown in Figure 3. The seat shall be 17 inches to 19 inches high measured from the bathroom floor and shall extend the full depth of the stall. The seat shall be on the wall opposite the controls. The structural strength of seats and their attachments shall comply with 4.26.3 of UFAS. Seats shall be mounted securely and shall not slip during use.
- (3) Grab bars. Structural reinforcement or other provisions that will allow installation of grab bars shall be provided in the locations shown in Figure 4. Grab bars shall be installed as shown in Figure 5 and shall comply with 4.26 of UFAS.
- (4) Controls. Faucets and other controls shall be located as shown in Figure 5 and shall comply with 4.27.4 of UFAS. In the shower stall in Figure 1, all controls, faucets, and the shower unit shall be mounted on the side wall opposite the seat.
- (5) Shower unit. A shower spray unit with a hose at least 60 inches long that can be used as a fixed shower head at various heights or as a hand-held shower shall be provided.

2. **Shower Enclosures.** Enclosures for bathtubs or shower stalls shall not obstruct controls or transfer from wheelchairs onto shower or bathtub seats. Enclosures on bathtubs shall not have tracks mounted on their rims.

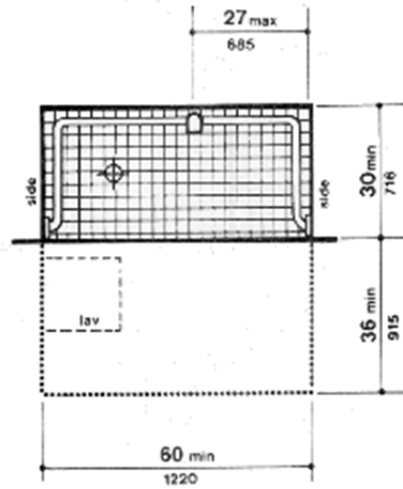
3. **Clear Floor Space.** Clear floor space at fixtures may overlap.



Shower Size and Clearances  
36-in by 36-in Stall

**Figure 1**

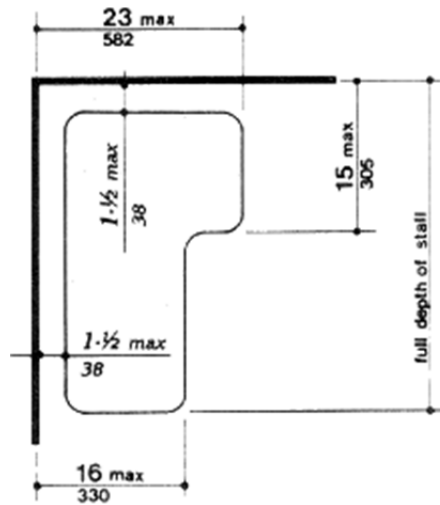
The clear floor space shall be a minimum of 48 inches in length by a minimum of 36 inches in width and allow for a parallel approach. The clear floor space shall extend 1 foot beyond the shower wall on which the seat is mounted.



Shower Size and Clearances  
30-in by 60-in Stall

**Figure 2**

The clear floor space alongside the shower shall be a minimum of 60 inches in length by a minimum of 36 inches in width.



Shower Seat Design

**Figure 3**

The diagram illustrates an L-shaped shower seat extending the full depth of the stall. The seat shall be located 1-1/2 inches maximum from the wall. The front of the seat (nearest to the opening) shall extend a maximum 16 inches from the wall. The back of the seat (against the back wall) shall extend a maximum of 23 inches from the side wall and shall be a maximum of 15 inches deep.

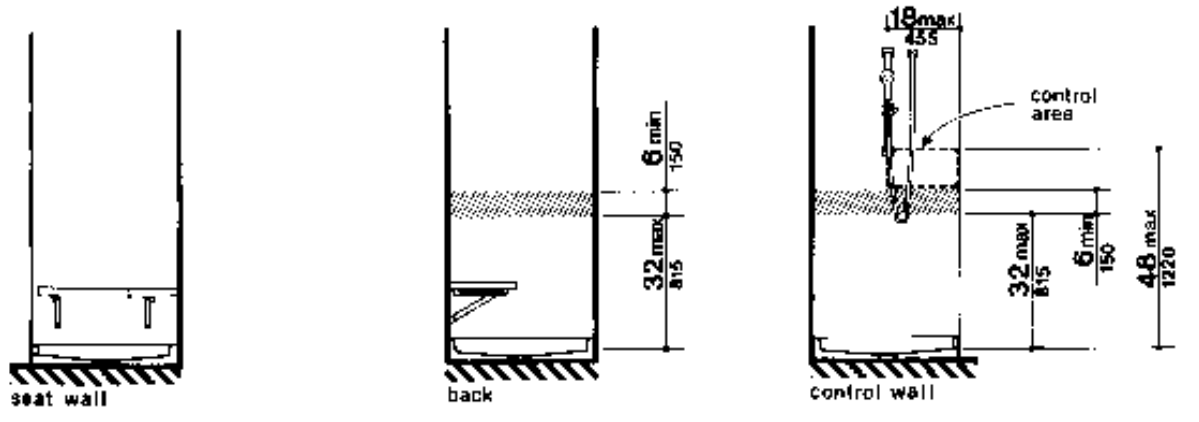


Figure 4(a)  
Location of Grab Bars and Controls  
of Adaptable Showers - 36-in by 36-in Stall

Note: The hatched areas are reinforced to receive grab bars.

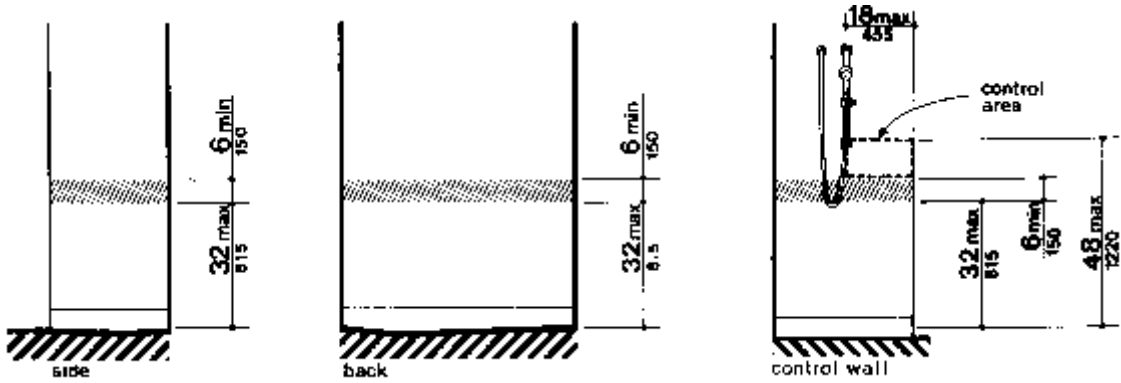
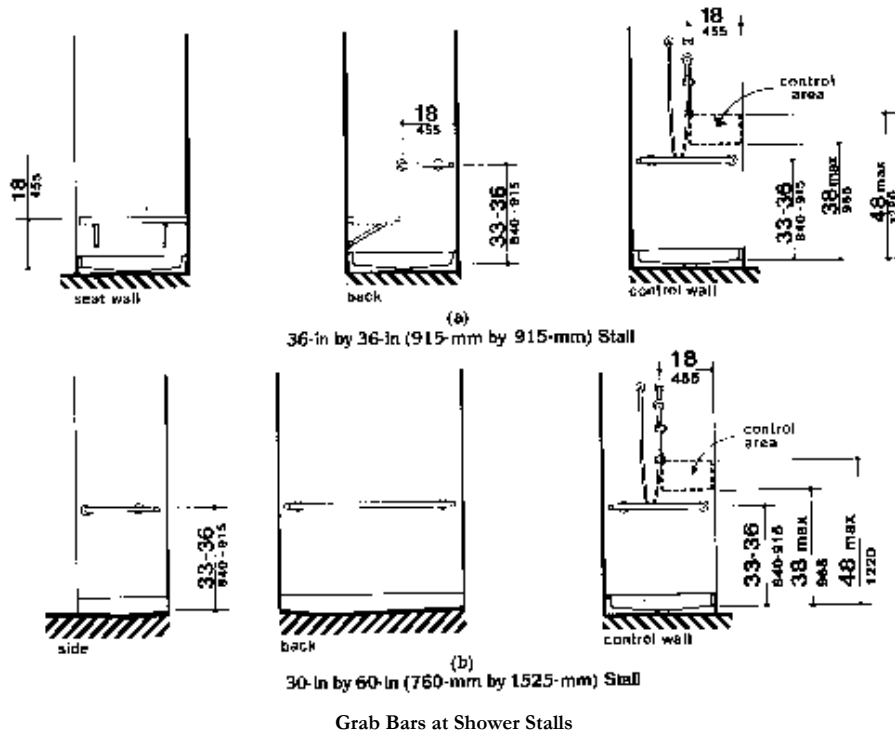


Figure 4(b)  
Location of Grab Bars and Controls  
of Adaptable Showers - 30-in by 60-in Stall

### Figure 4

Note: The hatched areas are reinforced to receive grab bars.



Grab Bars at Shower Stalls

### Figure 5

#### Fig. 37(a)

36 inches by 36 inches Stall. The diagram illustrates an L-shaped grab bar that is located along the full depth of the control wall (opposite the seat) and halfway along the back wall. The grab bar shall be mounted between 33 to 36 inches above the shower floor. The bottom of the control area shall be a maximum of 38 inches high and the top of the control area shall be a maximum of 48 inches high. The controls and spray unit shall be within 18 inches of the front of the shower.

#### Fig. 37(b)

Fig. 37(b) 30 inches by 60 inches Stall. The diagram illustrates a U-shaped grab bar that wraps around the stall. The grab bar shall be between 33 to 36 inches high. The controls are placed on a side wall in an area between 38 inches and 48 inches above the floor. The controls and spray unit shall be within 18 inches of the front of the shower.

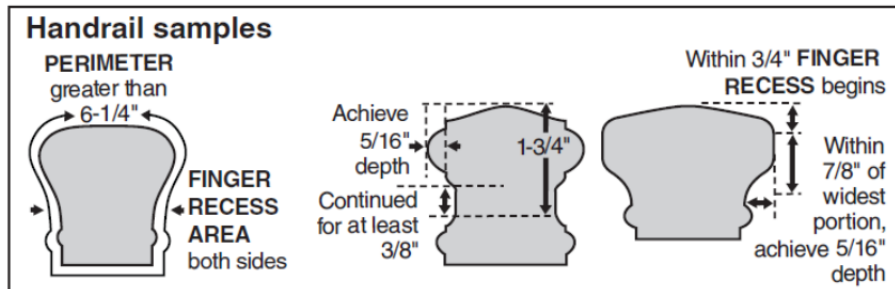
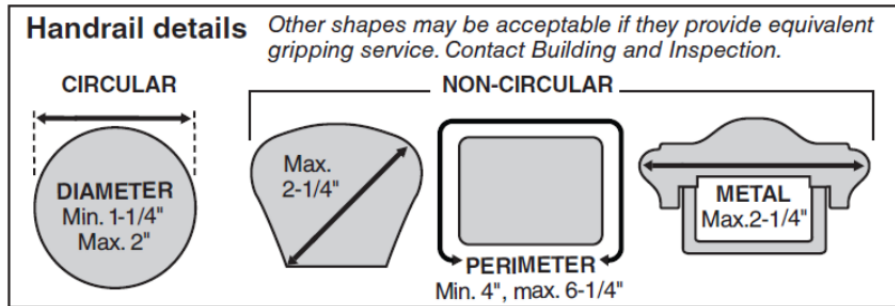
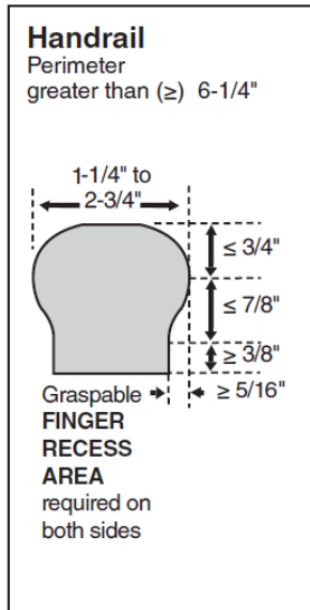
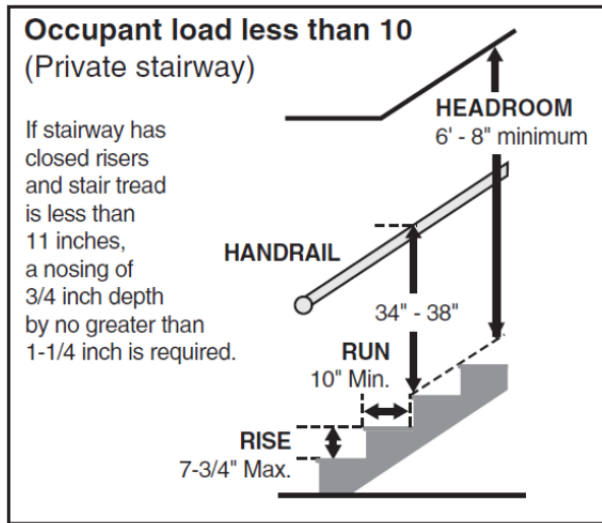
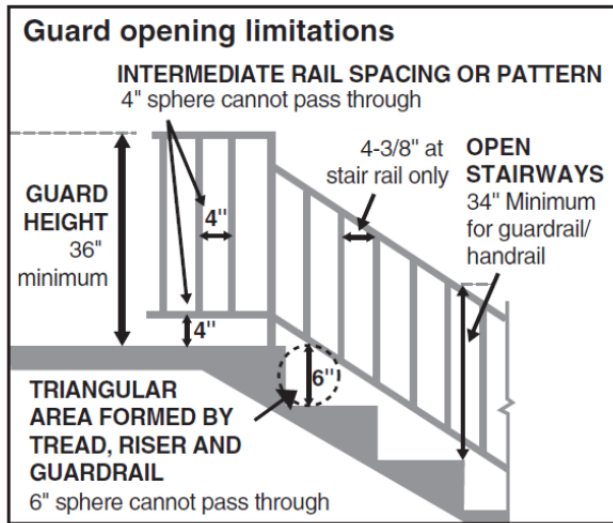
**STAIRS – PROVIDE AND INSTALL**

**Handrails**

*Required at four or more risers.*

The top shall be placed not less than 34 inches, nor more than 38 inches, above the nosing of the treads. Ends shall be returned or terminated in newel posts or safety terminals.

All required handrails shall be continuous for the full length of the stairs from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight.



## Form of Proposal

**Request for Bid:** Renovation Project

**Location:** Single Family Residence  
309 South Green Street  
Allerton, IA 50008  
Owner: Phyllis Wolfe

**Bid Mailing:** Chariton Valley Planning & Development Council  
Attn: Nichole Moore  
308 North 12th Street  
Centerville, IA 52544

Request for Bid covering the work described in the specifications as follows:

- Provide all labor, materials, transportation and equipment necessary for the Renovation
- All work shall be completed within 45 calendar days of contract signing and 10 calendar days from start the negotiated start date of project unless approved by grant administrator.
- Disposal of Materials within and/or associated with project.

Bids will be received by Chariton Valley Planning & Development Council, 308 North 12th Street, Centerville, IA 52544 until 12:00 P.M. (Central Time Zone), on February 21, 2014.

Questions regarding this project should be directed to by Chariton Valley Planning & Development Council, Nichole Moore, 641-437-4359.

### Official Bid Section

Date Bid Submitted \_\_\_\_\_

The undersigned bidder proposes and agrees to:

1. Execute a contract of the form enclosed,
2. Furnish a bond in the full amount of bid proposal to the City of Allerton, and
3. Accept in full payment for the work as covered by the plans and specifications.

The undersigned agrees, if this proposal bid is accepted within the allotted timeframe (including notices from the CITY OF Allerton, CHARITON VALLEY PLANNING COUNCIL) from the date bid is submitted, to complete all work specified in strict accordance with the Specifications and all applicable regulations as follows:

### Bid:

Renovation of the Residential Unit, Removal and disposal of materials as outlined in the Scope of Work and/or Drawings:

\$ \_\_\_\_\_

\_\_\_\_\_  
(Written. In case of discrepancy, the written amount will preside over the numerical value.)



**Proposed Work Schedule:**

Each respective Unit will have a sequence of activities.

|   |         |
|---|---------|
| Estimated Start Date of Work Onsite by Contractor | / /2014 |
|---|---------|

**Bidder's Understandings for Submitting Bids:**

1. In submitting this bid, it is understood that the best bid for the complete project, as per the Specifications and Insurance Requirements inclusive of site days and associated City costs, will be considered as the best bid.
2. It is also understood that the right is reserved by CITY OF Allerton, CHARITON VALLEY PLANNING COUNCIL to accept any or all bids, or reject any or all bids, whichever may be in the best interest of the Property.
3. The Bidder states that he/she has visited the site of the project and has familiarized himself/herself with the conditions that may affect the work.
4. All bids shall be enclosed and sealed in an envelope with the BIDDER'S NAME AND ADDRESS, NAME OF PROJECT, AND DATE AND THE TIME OF OPENING, IN THE LOWER LEFT CORNER OF THE ENVELOPE. Bids shall be deposited at the location designated for the opening, prior to the time and date indicated in the Request for Bid or any extension thereof made by Addendum.
5. The bidder understands that there will be a criminal background check preformed prior to the award or any onsite construction work.
6. The bidder will comply with issuing all rebate offers to the city.

**Addendas:**

Bidder in signing this document has received Addenda No.(s) \_\_\_\_\_ thru \_\_\_\_\_. Bidders have received addendas and their provisions are included in this Proposal.

NAME AND ADDRESS OF BIDDER

---

---

---

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID

---

*Signature*

---

*Printed Name*

---

*Title*

**Bid Breakdown Sheet**

| Item  | Base |
|---|------|
| Vinyl Floor Replacement<br>Main Level Bathroom        | \$   |
| Painting and Wall Repair<br>Bedroom Windows (2)       | \$   |
| Bathroom<br>2nd Level Repair                          | \$   |
| Ramp, Handrail & Sidewalks                            | \$   |
| Hot Water Heater<br>Repair                            | \$   |
| Smoke Detectors                                       | \$   |
| Water Closets<br>Main Level Bathroom and Second Level | \$   |
| Bathtub/Shower Combo<br>Main Level Bathroom           | \$   |
| Total Construction Base Bid                           | \$   |

\*\*\*\*\*Items below are for OPTIONAL Work Items identified:

| Item   | Estimated Cost | Accepted/Declined<br>(CVPD completes) |
|--|----------------|---------------------------------------|
| Insulation<br>Basement & Crawlspace                          | \$             |                                       |
| Replacement Windows<br><i>Lead</i>                           | \$             |                                       |
| Foundation Repair/Structural Support<br>Dining Room Addition | \$             |                                       |

### Section 3

## Lead Overview of Property

Property: 309 South Green Street, Allerton, IA

Owner: Phyllis Wolfe

641-873-4538



Is lead present: Yes

#### Building Materials Identified as Having Lead Based Paint

- Exterior - Soffit (B/C) & Fascia (B/D)
- Exterior - Foundation
- Exterior - Foundation
- Garage - Fascia
- Walls - Kitchen & Bath 1
- Doorframe - Rear Entry

#### Lead Dust and Soil Hazard Locations

- Dust Hazard - Window Sill - Bedroom 1
- No Soil Hazards

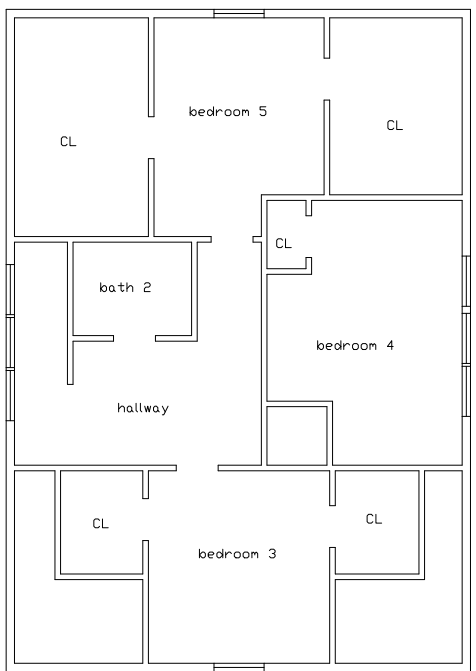
#### Overview of Scope of Work:

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> Siding              | <input type="checkbox"/> Roofing                      | <input checked="" type="checkbox"/> Windows  | <input type="checkbox"/> Insulation       |
| <input type="checkbox"/> Doors               | <input type="checkbox"/> Furnace/Central Air          | <input checked="" type="checkbox"/> Bathroom | <input type="checkbox"/> Laundry Plumbing |
| <input checked="" type="checkbox"/> Walkways | <input checked="" type="checkbox"/> Foundation Repair | <input type="checkbox"/> Wiring              | <input type="checkbox"/> Front Porch      |

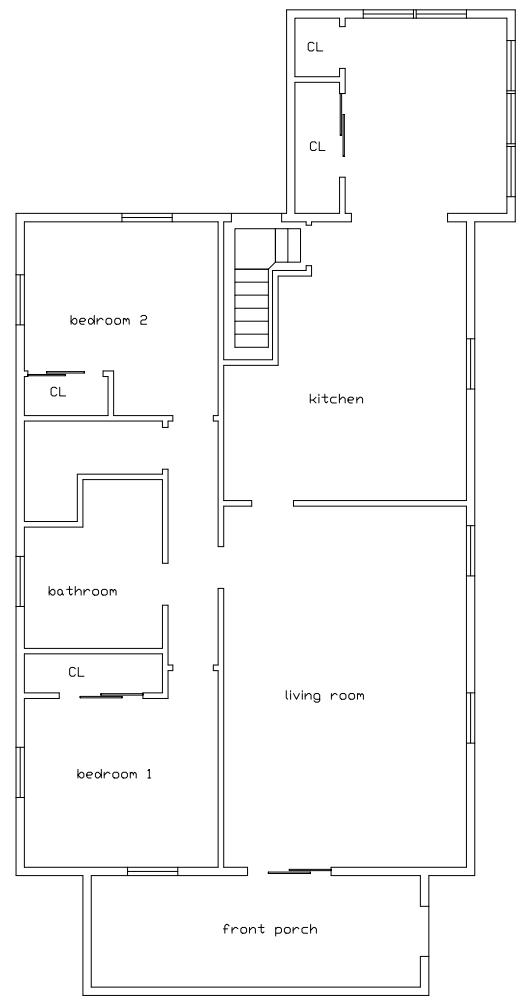


Side A

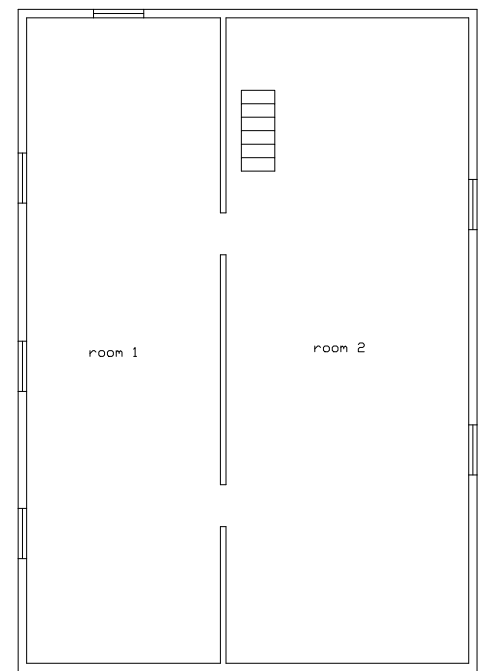
### 2nd Floor



### First Floor



### Basement



TITLE  
309 South Green Street  
Allerton, Iowa

SHEET  
Site Orientation  
DWG NO  
1

PROJECT NO.  
15032.03  
SCALE  
None



3650 Wainwright Road  
Omaha, NE 68134  
(402) 491-8833  
altsp@csd.net  
altsp@csd.net@outlook.com

# Section 4

## Requisition of Instructions to Bidders

### Insurance Requirements

### Contract

# **Requisition of Instructions to Bidders**

## **Scope of Work**

Work of this contract includes renovation/remodel of a single family residence inclusive of the addressing of lead containing/contaminated materials within the associated work areas of the project(s), located in Allerton, Iowa. The contractor is responsible for all lead-based painted building materials within the associated defined work areas of this project. It is suggested the contractor perform an in-depth site investigation to determine the extent of lead-based painted building materials and include in the proposal the cost of all resources necessary to complete the work.

## **Required Notifications**

Notification to all required regulatory agencies, inclusive of the State of Iowa's Department of Building Inspection Services and HUD's requirement of the homeowner.

## **Proposals**

The proposals should be legibly written and printed on the form provided in this bound contract document. Alteration in the proposal form will not be permitted. No alteration in any part of the proposal shall be made after the proposal has been submitted. The bidder must bid on each item. If an item is bid at no cost, the words, "No Charge" shall be written in the appropriate space. All addenda to the contract shall be acknowledged in the proposal when submitted. Contractor cannot withdraw bid proposal for 30 business days after bid date submittal.

Proposals must be upon the specifications for the work bid.

## **Signature of Bidder**

Each bidder shall sign his/her proposal using their usual signature and giving the bidders full business name and address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or authorized representatives. Bids by corporations shall be signed with the name of the corporation, signature and designation of the president, or other person authorized to bid for the corporation. Anyone signing a proposal must be legally authorized to do so by his or her company/companies.

## **Acceptance and Rejection of Bids**

The OWNER reserves the right to accept the lowest bid, and or consider alternatives, and to reject any and all bids. They also have to right to waive irregularities or informalities in any of the proposals and/or bids.

## **Award of Contract**

The City of Allerton and Chariton Valley Planning & Development Council will award the contract and notify the bidder of award after review and approval. Only at the time appointed by the City of Allerton will the bids be opened and reviewed.

### **Time of Completion**

The time of completion is essential part of this contract. It will be necessary for each bidder to satisfy the CONTRACTOR's submitted time frame for the renovation. The included calendar must be filled out and is part of the bid document. All work must be completed within 45 days of signing of contract unless otherwise approved by Chariton Valley Planning & Development Council.

### **Site Walk Through**

Bidders must attend a pre-bid conference tour **on February 12 @ 8.00 A.M.** Bidders will meet at the City of Seymour's City Building, 109 North 5<sup>th</sup> Street, Seymour, Iowa. Each bidder should familiarize themselves with the project and scope of work at this time/date.

### **Interpretation of Bidding Information**

If any person who contemplates submitting a bid is in doubt as to the true meaning of the specifications or other proposal documents they may submit to the Chariton Valley Planning & Development Council's Representative a written request for an interpretation. This must be done within the bidding proposal time frame, and be in writing.

### **Reference Project Drawings**

All drawings within this document are to be used as a reference. The contractor shall check and verify all dimensions, and shall assume full responsibility for the accuracy thereof. Alloy Specialty has included drawings in this document to clarify the design for the project(s).

### **Surety & Performance Bonds**

The surety Bond, Contract and the performance, Payment and Guarantee Bond shall be a duly-authorized Treasury Listed Surety Company, Licensed to do business in the State of Iowa and satisfactory to the City of Allerton and Chariton Valley Planning & Development Council the bid bond will be based on 100% of project value.

The successful bidder shall furnish, within 5-7 days of the award, a Performance Bond on forms required by insurance and the City of Allerton, in the full amount of the contract as security for the faithful performance of the contract. 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.

### **Guarantees, Warranties and Bonds**

The Contractor shall guarantee all work under this contract for a period of one (1) year from the date of completion. The Contractor shall leave the work/site in perfect order at completion and the final certificate of payment order at completion. The final certificate of payment shall not relieve him of the responsibility for negligence, faulty materials or workmanship, and upon written notice he shall remedy any defects or workmanship that may appear during the time mentioned and pay all expense due.

### **Insurance and “Hazard Insurance Occurrence”**

The successful Contractor shall secure and keep in force during the life of the contract Insurance in the kinds and amounts as outlined in the Insurance Requirements of this document. This shall be delivered to the Chariton Valley Planning & Development Council within ten (10) days after notice to proceed has been granted. Contractor shall have General Contractor Liability Insurance of at least \$500,000 per awarded project. Contractor shall have ability to co-insure: (a) the City of Allerton, (b) Chariton Valley Planning & Development Council, (c) the homeowner and (d) Alloy Specialty, Inc.

### **Competency of Bidders**

The OWNER will not award a contract to a bidder who does not furnish upon request satisfactory evidence that they have necessary ability and experience in work of this nature, and necessary financial resources, facilities and plan to enable him to execute and complete the work within the time required by the contract. Only bids from contractors who have satisfied the City of Allerton and Chariton Valley Planning & Development Council pre-qualification requirements will be considered.

### **Subcontractors**

The OWNER reserves the right to approve all subcontractors used under this contract arrangement. Upon request, the subcontractor may be asked to furnish satisfactory evidence as to his ability, experience, and financial resources.

### **Utilities**

Connection to any water and electricity shall be coordinated with and approved by the OWNER. The hookup of any item of equipment either for test purposes or for use in construction shall be borne by the contractor. The cost of the water and electricity shall be borne by the OWNER.

### **Site Clean up**

Once the contractor is completed with the site work, he shall remove all building materials, construction materials and rubbish resulting from work on the site.

### **Inspection**

The City’s Representative shall be authorized to call to the attention of the contractor, any failure of the work or materials to conform to the provisions of this contract. The City’s Representative/Consultant shall have the authority to call a Stop Work Order, till the issue is resolved. Any/all time and expense will be the responsibility of the contractor.

The contractor must provide continuing access to various parts of the building by authorized individuals. All scheduling is to be worked out with the City’s Representative.



## Single Family Residential Renovation/Remodel Contract

Project Address            309 South Green Street  
   Allerton, IA 50008

Name of Owner:            Phyllis Wolfe  
Address:                    309 South Green Street  
   Allerton, IA 50008

Phone:                      641-873-4538

To:                            City of Allerton, hereinafter referred to as the "PUBLIC AGENCY"  
   As Represented by: Chariton Valley Planning & Development Council  
   308 North 12th Street  
   Centerville, IA 52544  
   641-437-4359

From:                        Hereinafter referred to as the "CONTRACTOR"

Address:                    \_\_\_\_\_  
   \_\_\_\_\_

Phone:                      \_\_\_\_\_  
   \_\_\_\_\_

### General Conditions

1. Each Bid and Proposal for the project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the Public Agency may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the Public Agency and Owner upon approval a Home Lead Remediation Loan. If such Promissory Note and Mortgage is disapproved, the entire Bid and Proposal is null and void.
3. The Contractor is obligated to provide:
  - a. Verification of the required insurance (General Contractor Liability) within ten (10) days of the date of the Bid opening.
  - b. A verification of required Lead Renovation, Repair & Painting (RRP) Contractor Certification and Firm within ten (10) days of the date of Bid opening.If such action does not occur within 10 days, the Bid and Proposal submitted by the CONTRACTOR will be considered null and void at the discretion of the PUBLIC AGENCY and the contract award to the next successful bidder.
4. The OWNER is obligated to sign a Promissory Note and Mortgage and issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and Proposal. No work shall be commenced by the CONTRACTOR until he/she has received the Proceed Order. If the Proceed Order is not received by the CONTRACTOR has the option of withdrawing his/her bid.
5. The CONTRACTOR shall commence work according to the proposed schedule in the bid offered and after issuance of the Proceed Order.

6. The CONTRACTOR shall satisfactorily complete all work, and receive a satisfactory lead clearance within a total of proposed days after the OWNER has vacated the property.
7. The CONTRACTOR shall utilize Lead RRP Procedures in completing all work.
8. The OWNER is responsible for allowing the contractor access to work areas and if possible removing personal items or property from the residence prior to construction commencing. The OWNER must allow contractor access to residence during the proposed work dates during normal business hours of 7 a.m. to 5 p.m., Monday through Friday. If an alternative work schedule is agreed upon, it must be signed by both the OWNER and Contractor and submitted to Chariton Valley Planning & Development Council's representative.
9. Liquidated damages will be charged to the CONTRACTOR in the amount of \$250 per calendar day post proposed and signed contract dates. Late date will commence on the calendar date on which the Contractor fails clearance and receives notice in writing, via fax or email, etc.

The contractor will be assessed a penalty through the project for the cost of lost days of occupancy of the owner. This penalty will be based on the "over-run" days after the proposed work shifts have been exhausted based on each area.

The Contractor will be assessed a penalty through the City's for the cost of additional consulting services incurred by the OWNER. The monetary sum will be based on a cost of \$95.00 per hour, minimum charge of 4 hours per day.

- For each hour necessary to satisfactorily complete the project in excess of the number of work shifts identified by the City and the consulting contract thereof
  - For all expensed incurred by the City if the contractor fails to begin the project beyond the scheduled start date, and any over run per the contract with the consultant.
  - For all expenses incurred by the City if the work is suspended do to the contractor's actions and the City's consultant is on site or the owner is out of their home.
10. PROGRESS PAYMENTS. Itemized progress payments shall be made based on the percentage of each work item completed. . Monthly payment requests must be made by the 25<sup>th</sup> of each month, can be made a minimum of 7 days after commencement of work, and immediately after final approval of work. If A performance bond in an amount equal to 100% of the Contract amount is required and 20% of the value of the work completed will be retained from each progress payment submitted until final approval of work and lead clearance testing. Requests for monthly progress payment and final payments shall be made by using the standard form provided by the PUBLIC AGENCY.

No payment for the withheld portion of the progress payment shall be disbursed until all required lien waivers and manufacturer’s warranties have been delivered by the CONTRACTOR to the PUBLIC AGENCY, and the PUBLIC AGENCY has inspected, approved, and verified the completed work claim. No payments will be made for materials not properly installed.

Final payment to the contractor shall not be made until the owner agrees that the terms of the contract have been completed, and a satisfactory Lead Clearance Test has been completed by a Certified Lead Inspector, which agreement shall not be unreasonably withheld by the owner as determined by the PUBLIC AGENCY.

11. Measurements stated in the Project Specifications are only approximate. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications will be completely provided for. The intent of the Project Specifications is to serve as guidelines and any omissions in the description of the workmanship does not relieve the CONTRACTOR of delivering a completed project in a workmanlike manner, in accordance with generally accepted practices.
12. The CONTRACTOR shall be required and agrees to:
  - a. Furnish evidence of the following minimum insurance which provides coverage to the CONTRACTOR, the OWNER(S), and the PUBLIC AGENCY for all claims resulting in injury to the CONTRACTOR, the CONTRACTOR’S employees and subcontractors, the general public, the PUBLIC AGENCY, the OWNER, and for all claims for destruction of or damage to property:

| <u>Class of Coverage</u>                 | <u>Bodily Injury</u>    | <u>Property Damage</u>  |
|--|-------------------------|-------------------------|
| Manufacturers’ and Contractors           | \$1,000,000/\$2,000,000 | \$1,000,000/\$2,000,000 |
| Independent Contractors                  | \$1,000,000/\$2,000,000 | \$1,000,000/\$2,000,000 |
| Product (including completed operations) | \$1,000,000/\$2,000,000 | \$1,000,000/\$2,000,000 |
| Automobile (owner, hired or leased)      | \$1,000,000             | \$50,000                |
| Workmen’s Compensation                   | Statutory               |                         |

The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval. No cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, and must be presented to the PUBLIC AGENCY ten (10) days prior to any such alteration. If coverage is due to expire during the contract period, a new Certification of Coverage shall be presented to the PUBLIC AGENCY.

- b. The CONTRACTOR shall submit a copy of the Lead RRP Contractor Certification to the PUBLIC AGENCY and utilize Lead Safe Work Practices in all aspects of the

project.

- c. The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed. State of Iowa building permit and sub-permit fees shall not be charged for the work authorized under the Contract.
- d. Perform all work in accordance with the Project Specifications. Where the Project Specifications are silent or ambiguous, the more stringent interpretation shall apply.
- e. During the performance of this Contract, the CONTRACTOR agrees as follows:
  1. He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. He/she will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. He/she further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. He/she shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.
  3. He/she will send to each labor union or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the CONTRACTOR'S commitments under this clause, and shall post copies of said notice in conspicuous places available to employees and applicants for employment.
  4. In the event of noncompliance on the part of the CONTRACTOR with the nondiscrimination clause of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further City Contracts or Federally funded construction contracts in accordance with the procedures authorized by law.
  5. He/she will include the provisions of items 11.(e)(1) –(3) in every subcontract or purchase, so that such provisions shall be binding upon each subcontractor or vendor. He/she shall further take such action with respect to any subcontract or purchase order as the PUBLIC AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance;

provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor may request the PUBLIC AGENCY to enter into such litigation to protect the interest of the PUBLIC AGENCY.

- f. He/she shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that are removed and replaced as part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the PUBLIC AGENCY.
  - g. He/she shall not assign or modify this Contract without written consent from the OWNER and the PUBLIC AGENCY. Such a request shall be made in writing and shall be addressed to the PUBLIC AGENCY.
  - h. He/she shall guarantee the work performed for a minimum of one (1) year from the date of final acceptance, except where longer warranties are specified in the Rehabilitation Specifications. He/she shall furnish the OWNER, in care of the PUBLIC AGENCY all manufacturer's and supplier's written guarantee and warranties covering materials and equipment furnished under this contract.
  - i. He/she shall permit the PUBLIC AGENCY to examine and inspect the work on a continuing basis.
  - j. He/she shall be responsible for preparing the premises to meet IDPH standards for a successful clearance test. Should the initial clearance test fail, the cost of all additional clearance testing shall be the responsibility of the contractor.
13. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture. As required and upon request by the CONTRACTOR, the OWNER shall also make choices of shingle colors, paint colors, floor coverings, etc. (under allowance prices), in a timely manner so as to not hinder the progress of the work.
14. The CONTRACTOR will defend, indemnify, and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
15. The CONTRACTOR shall protect, defend, and indemnify the OWNER from any claims for unpaid work, labor, or materials. Final payment shall not be due the CONTRACTOR until he/she has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract covering all labor and materials from which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the PUBLIC AGENCY.
16. No modifications of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be

the CONTRACTOR'S liability.

17. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
18. This Contract includes the Bid Documents and Bidder's Response Documents, Drawings and all Addenda issued prior to, and all Change Orders issued after, execution of the Contract.
19. Disputes or claims pertaining to the Project Specifications, or workmanship will be mediated by the PUBLIC AGENCY'S Housing Review Committee, and a written determination of finding will be provided the OWNER and CONTRACTOR. If the OWNER or CONTRACTOR wishes to contest the Housing Review Committee's decision, a request for an appeal must be submitted in writing to the City Manager of the PUBLIC AGENCY, for review and determination. The City Manager's decision shall be final and binding on all parties.
20. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY to the CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the PUBLIC AGENCY. The PUBLIC AGENCY and OWNER reserve the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and workmanlike manner with a minimum of inconvenience to the OWNER. Such actions may be explicit or implicit and include, but are not necessarily limited to:
  - a. Failure by the CONTRACTOR to keep scheduled appointments with the OWNER or the PUBLIC AGENCY;
  - b. Flagrant disregard by the CONTRACTOR of the rights of the OWNER under this Contract, including the misrepresentation of any provision of the Project Specifications.
  - c. Consistent production of unacceptable work by the CONTRACTOR.

The PUBLIC AGENCY and OWNER shall be the interpreter of the conditions of termination of this Contract and the sole judge of its performance. The PUBLIC AGENCY shall further provide the CONTRACTOR seven (7) days written notice of termination and the CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.

21. Neither the final payment nor any provision of this Contract, nor partial or entire use of occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly remedy and defects in the work performed hereunder, and pay for any damage to other work resulting therefrom, which may appear within a period of one (1) year from the date of final acceptance of the work. The CONTRACTOR will have 2 1/2% of the total contract value withheld for one (1) to guarantee the work and returning to the site. The OWNER shall give prompt written notice of observed defects in materials or workmanship to the CONTRACTOR and the PUBLIC AGENCY. The PUBLIC AGENCY will be responsible to insure warranty items are completed within the one (1) year period; however, the PUBLIC AGENCY will **not** be responsible for any further costs after close-out of project and will not be responsible to remedy and defects which may appear after the warranty period expires. The PUBLIC AGENCY also will **not** be responsible for maintenance items during the course of the work.
22. Nothing contained herein shall establish the PUBLIC AGENCY in this Contract as other than a grantor or lender of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the community in general and the OWNER in particular.
23. Prior to executing this Contract, the CONTRACTOR certifies that he/she has thoroughly inspected the premises and has determined the conditions of occupancy, availability or temporary utilities, identified any hazards or special conditions that might arise during the course of the work. If water, electricity or telephone service is connected to the premises at the time this Contract is executed, the OWNER shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only. The PUBLIC AGENCY **shall not under any instance** become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside this Contract. The CONTRACTOR and OWNER agree that no work that is not listed in the project specifications shall commence until the project specifications have been satisfactorily completed and approved by the PUBLIC AGENCY or until the CONTRACTOR and OWNER have received written approval from the PUBLIC AGENCY.
24. Should serious structural deficiencies and/or building code violations be found during the course of the work, and such deficiencies are such that they would not be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type of work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the OWNER and CONTRACTOR and approved by the PUBLIC AGENCY.
25. The CONTRACTOR certifies and represents that he/she is not now nor has he/she ever been barred from participating in PUBLIC AGENCY contracts.

26. The PUBLIC AGENCY reserves the right to institute legal proceedings on behalf of the OWNER in any and all instances where the CONTRACTOR refuses to comply with the stipulations of this Contract. However, no such action will be instituted until all reasonable attempts to resolve the noncompliance have failed.
27. The CONTRACTOR and his/her subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he/she is entitled.
28. The CONTRACTOR shall, for a period of three (3) years, beginning with the date of receipt of final payment, maintain and furnish all information and reports and will permit access to books, records, and accounts by the PUBLIC AGENCY, or their authorized representatives, for purposes of investigation to ascertain compliance.
29. The CONTRACTOR agrees that in the event of the death of the OWNER not survived by a spouse prior to the commencement of the work, this Contract shall terminate immediately. The CONTRACTOR further agrees that should the death of the OWNER occur after commencement of the work, but before completion and acceptance, this Contract shall also terminate immediately; provided, however, that the CONTRACTOR shall be allowed to continue that phase of the work being carried out at the time of the OWNER'S death. In such event, the CONTRACTOR shall be reimbursed on the basis of a proration of the completed work as compared with the work remaining to be completed. In either case of the termination of this Contract upon the OWNER'S death, the OWNER'S estate and the PUBLIC AGENCY shall be released and relieved of any such duties and obligations under this Contract, except as listed in this clause.
30. The CONTRACTOR agrees to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  - a. The CONTRACTOR certifies that he/she is under no contractual or other disability which would prevent him/her from complying with the Section 3 clause.
  - b. The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation.
  - c. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability comply with the Section 3 clause.
31. The CONTRACTOR shall complete all work within 45 calendar days of contract signing date unless otherwise approved by Chariton Valley Planning & Development Council.



32. The CONTRACTOR shall notify the CVPD, at least 36 hours in advance of requiring a clearance to be completed on the property. All clearance requests after 12:00 pm local time on a Thursday of any week, will be considered to have laboratory results on the following Monday, barring holidays or weather.
33. Lead Based Paint. The construction or rehabilitation of residential structures with assistance provided under this contract is subject to Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 7831) as implemented through regulations contained 24 CFR Part 35, Iowa Code chapter 135.100-105C, Iowa Administrative Code 641 – Chapters 68, 69 & 70 and the Lucas County Board of Health Rules and Regulations.
  - a. Lead paint renovation is a dangerous task and safety precautions should be strictly enforced when workers are engaged in the renovation of the home.
  - b. The use of lead-based paint materials on any surface, interior or exterior, is prohibited.
34. The CONTRACTOR agrees to comply with the requirements of the following:
  - a. The Americans with Disabilities Act of 1990 requires that no qualified individual with a disability shall, by reason of a disability, be excluded from participation in or be denied the benefits of the services, programs, or activities, including employment, of a public entity or its instrumentalities.
  - b. Iowa Executive Order 15 of 1973, as amended by Iowa Executive Order 11 of 1984, requires the CONTRACTOR to comply with all the nondiscrimination provisions of the Iowa Civil Rights Act of 1965.
35. Termination. The PUBLIC AGENCY has the right to terminate the Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.
36. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kinds exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.
37. The OWNER and CONTRACTOR CERTIFIES, to the best of his or her knowledge and belief, that:
  - a. The OWNER and CONTRACTOR shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The OWNER and CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract for the lump sum of \$\_\_\_\_\_. This amount includes all sales and other taxes.

The undersigned agree to all provisions of this contract:

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public, State of Iowa

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public, State of Iowa

PUBLIC AGENCY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Chariton Valley Planning & Development Council

PUBLIC AGENCY: \_\_\_\_\_ DATE: \_\_\_\_\_  
City of Allerton, Iowa