

GENERAL CONSTRUCTION INFORMATION GUIDE



Thank you for your interest in becoming an approved contractor for housing rehabilitation programs administered through the HomeOwnershipCenter. Together we can revitalize our local neighborhoods through a safe and healthy housing stock.

If you have any questions, please contact HomeOwnershipCenter at 315-724-4197 or home@unhs.org.

INSURANCE REQUIREMENTS

The Contract Documents will require the General Contractor maintain insurance coverage as follows:

Type of Coverage	Limits Required
Workers' Compensation	Statutory
NYS Disability	Statutory
Comprehensive General	\$1,000,000 per occurrence
Liability	\$2,000,000 aggregate
Auto Liability <i>Bodily Injury</i> <i>Property Damage</i>	\$500,000 CSL
Umbrella Liability	\$1,000,000

All contractors must hold EPA RRP certification. If you would like to bid on lead abatement jobs, you must hold EPA Lead Abatement Supervisor and EPA Lead Abatement Worker certificates.

STATUTORY REQUIREMENTS

Equal Employment Opportunity

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or sexual orientation.

The contractor 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 sexual orientation. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor will, 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 sexual orientation.



Use Of Minority and Women Owned Businesses

Contractors are encouraged to make efforts to ensure the opportunity for meaningful participation of minority and women owned business enterprises in the work to be undertaken.

Contractors may utilize the Minority and Women Owned Business Directory which may be obtained by contacting:

CONTRACT COMPLIANCE OFFICER
NYS - DIVISION OF HOUSING AND COMMUNITY RENEWAL
38 - 40 STATE STREET
ALBANY, NY 12207
PHONE: (518) 473-2526

The Contractors shall actively and affirmatively solicit bids from subcontractors qualified as MBE's and WBE's. The Contractor should request a list of MBEs and WBEs from the Contract Compliance Officer listed and solicit bids from all MBEs and WBEs on such list or otherwise brought to the attention of the Contractor.

Addenda

Addenda will be mailed or delivered to all who are known by the issuing office to have received a complete set of Bidding Documents.

Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No Addenda will be issued later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

Each bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

Bidding Procedures

Bids shall be submitted on forms identical to the form included with the Bidding Documents.

All blanks on the bid form shall be filled in by typewriter or manually in ink.

Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

Interlineations, alterations and erasures must be initialed by the signer of the Bid.

Submission of Bids

All copies of the Bid, and other documents required to be submitted with the Bid, shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to Utica Neighborhood Housing Services, Inc., and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.



Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

Bids submitted via FAX transmittal or orally are invalid and will not receive consideration.

Bid Security

No Bid Security will be required.

Tax Exemption

Utica Neighborhood Housing Services, Inc. is **EXEMPT** from payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the owner pursuant to the provisions of this Contract. These taxes ARE NOT to be included in Bids. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a subcontractor, or to materials and supplies of a kind which will not be incorporated into the completed project. The Contractor and his subcontractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes, on such leased tools, machinery, equipment or other property or on such unincorporated materials and supplies.

The Contractor and his/her subcontractors and material suppliers shall complete New York State Sales Tax Form ST120.1 (Contractor Exempt Purchase Certificate), and furnish such certificate to all persons, firms or corporations from which they purchase materials and supplies for the performance of the work covered by the Contract.

Opening of Bids

Unless stated otherwise, the properly identified Bids received on time will be opened publicly and will be read aloud.

Utica Neighborhood Housing Services, Inc. shall have the right to reject any or all Bids, reject a Bid not accompanied by all data required by the bidding Documents, or reject a Bid which is in any way incomplete or irregular.

It is the intent of the owner to award a Contract to the lowest **responsible** bidder provided the bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available to complete the project.

Affidavit of Non-Collusion

UNHS Inc. will automatically reject any bid proposal submitted without a signed statement of Non-Collusion.

NOTE: Statement of Non-Collusion must be Notarized.



GENERAL CONDITIONS

Contract Documents

The Contract includes the Contractor/Owner Agreement, Specifications, Drawings (if applicable), Addendum, Alternates, Contractor's Bid, and General Conditions. The intent of these documents is to include all labor, materials, and devices of every kind necessary for the proper execution of the work and the terms and conditions of payment thereof. The contract document will be administered as comprising one general agreement, and each document will be construed equally with all other documents.

The "Customer of" Utica Neighborhood Housing Service, Inc. is the Owner of said properties. Wherever the term "Owner" is used throughout these documents it will be in reference to the "Customer of" UNHS Inc.

Site Examination

All Bidders shall visit the site and examine all structures located thereon. The specifications shall be compared with the existing field conditions. The Contractor shall be responsible for all unusual conditions or deviations which exist at the time of his examination, and these shall be brought to the attention of Utica Neighborhood Housing Service Inc. at the time of the Pre-Bid Meeting.

In case materials or equipment or both are omitted from plans and are necessary for a complete job, the contractor will furnish and install same of UNHS Inc. accepted quality to insure satisfactory completion.

During the course of repairs, the Contractor shall notify UNHS Inc. of any condition or repair not covered in the work order which is necessary for satisfactory completion. Defects which become evident as the work progresses shall be reported - **not concealed**.

Indemnification of Owner

The Contractor shall indemnify and save harmless the Owner from liability for any injury or damages to persons or property resulting from his prosecution or work under the Contract.

Non Liability: The parties hereto agree to hold the Owner harmless for any damages concerning the undertaking and carrying out of this agreement.

Warranty of Construction

In addition to any other warranties set out elsewhere in this contract, the Contractor warrants that the work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers at any tier. Such warranty shall continue for a period of one year from the date of final payout on the Contract.

ALL warranties will contain a provision for extending the warranty to the successor(s) in title in the event the property is sold by the Owner prior to the expiration of the warranty period.

Under this warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at his own expense any damage to Owner-owned or controlled real or personal property when that damage is the result of the Contractor's failure to conform to contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also store any items damaged in fulfilling the terms of this clause until the condition is remedied. The Contractor's



warranty with respect to work repaired or replaced hereunder will run for one year from the date of such repair or replacement.

The Owner or his representative shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage.

Should the Contractor fail to remedy any failure, defect or damage described above within a reasonable time after receipt of notice thereof, the Owner shall have the right to replace, repair, or otherwise remedy such failure, defect or damage at the Contractor's expense.

In addition to the other rights and remedies provided by this clause, all subcontractors', manufactures' and suppliers' warranties, expressed or implied, respecting any work and material shall, at the direction of the Owner, be enforced by the Contractor for the benefit of the Owner. In such a case, if the Contractor's warranty has expired, any suit directed by the Owner to enforce a subcontractor's manufacturer's or supplier's warranty shall be at the expense of the Owner.

The Contractor shall obtain any warranties which the subcontractors, manufacturers, or suppliers would give in normal commercial practice and require such warranties to be executed in writing to the Owner.

Notwithstanding any other provision of this clause, unless such a defect caused by the negligence of the Contractor or his subcontractors or suppliers at any tier, the contractor shall not be liable for the repair of any defects of material or design furnished by the Owner, or for the repair or damage which results from any such defect in Owner-furnished material or design.

The warranty specified herein shall not limit the Owner's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistake, or fraud. The General Contractor will assume responsibility for all subcontractor's guarantees being delivered to the Owner.

Repairs shall be made, at no additional cost to the Owner, to all surfaces damaged by the Contractor as a result of his work. Where repair of existing work is called for in the specifications, the feature (floor, wall, ceiling, door, window, or trim, excluding ornamentation) shall be placed in "Equal to New Condition". Such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous.

Permits/Codes/Licenses

The Contractor shall obtain, and pay for, and place on file with Utica Neighborhood Housing Service, Inc. all permits and licenses necessary for the completion and execution of the work. Strict compliance with Municipal Codes and Ordinances shall be observed in all phases of the work. The Contractor shall perform all work in conformance with applicable local codes and ordinances whether or not covered by the Specifications and Drawings for the work.

Subcontractors

The Contractor shall submit in writing to Utica Neighborhood Housing Service, Inc. prior to execution of the Contract, a sworn statement listing all subcontractors and suppliers to be used on the Project.

Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this applicability shall not relieve the General Contractor from full responsibility to the Owner for the proper completion of all work to be executed under the terms of this agreement. The General Contractor shall not be released from this responsibility by any sub-contractual agreement he may make with others.



Prior to commencing any of the work hereunder, all subcontractors shall submit to Utica Neighborhood Housing Service, Inc. a written agreement to be bound by the terms and conditions of this contract.

Insurance

The Contractor shall be required to carry insurance covering Statutory Workers' Compensation, Comprehensive General Liability, Auto Liability, Umbrella Liability, The Contractor shall furnish a Certificate of Insurance showing same to be in effect before proceeding with the work.

The Contractor shall submit certificates of insurance as listed above to Utica Neighborhood Housing Service, Inc. Certificates shall provide that the policies will not be changed or cancelled until ten days written notice has been given to Utica Neighborhood Housing Service, Inc.

The Owner shall carry fire and extended coverage insurance on the property, but this insurance does not cover tools, equipment, or materials stored on the property and owned by the Contractor.

Labor/Materials

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work.

Application: All work must be applied in accordance with the manufacturer's latest instructions. Any variation in these specifications and the manufacturer's instructions must be called to the attention of Utica Neighborhood Housing Service, Inc.

Checking: Each contractor is to examine the work done by the other contractors to ascertain whether it is correct as to dimensions and location, before proceeding to carry out their part of the contract, as each and every contractor will be held responsible for the accuracy of their branch of the work when done.

All materials installed shall be new (unless otherwise specified). All work is to be a finished product unless specified to the contrary.

Materials and/or workmanship failing to meet these requirements shall be replaced at the Contractor's expense. Acceptance of materials and/or workmanship by an authorized representative of UNHS Inc. prior to completion of the contract does not relieve the Contractor from the obligation to produce materials and/or workmanship in first class conditions at the completion of the contract.

The Contractor shall:

- a) see that all work is performed by the mechanics skilled in their respective trades in accordance with the best practices of the trade, and in accordance with all existing applicable codes
- b) provide competent supervision
- c) perform the work without unnecessarily interfering with other contractors' work or Utica NHS activities

Construction by Separate Contractors

The Owner reserves the right to award separate contracts in connection with other portions of the Project under Conditions of the Contract substantially similar to these.



The Contractor is responsible for coordination of activities and work with regard to each separate contractor (trade) who will be affected by the Contractor's Work. The Contractor shall participate with other contractors and the Owner in reviewing the construction schedule if directed to do so. The Contractor will maintain the agreed upon schedule in order to avoid causing delays in the Project. In the event a dispute arises regarding who is responsible for delays in scheduling, or damage to finished surfaces, the Owner reserves the right to make a determination as to which party is at fault, and charge that party for related expenses. In the event one or more of the contractors involved refuses to cooperate with the Owner's decision, the Owner retains the right to terminate contract.

If a portion of the Contractor's Work is contingent upon construction or operations by a separate contractor, the Contractor shall promptly report to the Owner any discrepancies or defects in the other construction which would affect the Contractor's ability to continue.

The Contractor shall promptly repair, at the Contractor's own expense, any damage caused by the Contractor to completed or partially completed construction, or to the property of the Owner.

The Contractor will bear the costs caused by delays, or improperly timed activities, or defective construction when the Contractor is at fault.

If a dispute arises among the separate contractors as to the responsibility for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may provide for clean-up and allocate the cost of such clean up among the contractors responsible.

Protection of Work/Property/Persons

The Contractor shall adequately protect the work, adjacent property and public and shall be responsible for any damage or injury due to his act or neglect. The Contractor shall in addition supervise the work with special attention to adequate safety precautions, especially where hazardous work is required.

Weather Protection: It is the responsibility of the Contractor to:

- a) Provide constant protection against rain, windstorms, frost or heat so as to maintain work, materials, apparatus, fixtures, free from injury or damage. At the end of the day's work, the Contractor will cover work likely to be damaged.
- b) Protect work from damage during freezing weather. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, cease work. Notify UNHS Inc. in writing immediately.

Security:

- a) It is the responsibility of the Contractor to thoroughly secure all areas of the property to protect against forced entry, theft, and vandalism throughout the duration of the project.

Cleaning Up

The Contractor shall keep the premises clean and orderly during the course of the work and all debris shall be removed on a continuous basis and not be allowed to accumulate. Materials and equipment that have been removed as part of the work shall belong to the Contractor.

All new surfaces shall be washed and polished if recommended by the manufacturer or construction standard applicable to the work. Remove all tags, stickers or other markings leaving the item of work ready for use.



Free Access

Once the work commences the Contractor shall have free access to all parts of the premises requiring work, during normal working hours of 8:00 a.m. to 5:00 p.m., unless otherwise stated.

Should this access be limited in any way by UNHS Inc., the Contractor will be notified in advance and adjustments in the contract will be made at that time. The contractor shall permit observations of the work by Utica NHS and Public Authorities at all times.

Change in the Work

Changes mutually agreed upon shall be in writing, signed by all parties and concurred by UNHS Inc.. If the Contractor so elects to proceed without formal notice, he will do so at his own expense and relinquish any liens or legal action to be paid for this work.

Dispute

Any dispute arising out of the contract which is not resolved by mutual agreement, shall be settled in accordance with the rules of the American Arbitration Association. Resulting costs shall be shared equally by both parties. The decision of the arbitrators shall be final.

Owner's Right to Terminate Contract

Should the Contractor neglect to execute the work properly or fail to perform any provision of the contract, the Owner, after seven days written notice to the Contractor and his surety, if any, may, without prejudice to any other remedy he may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor, or, at his option, may terminate the contract and take possession of all materials, tools, and appliances and finish the work by such means as he sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance the Contractor shall pay the difference to the Owner.

Delays and Extensions of Time

Delays caused by strikes, acts of the Owner, or by events and conditions not reasonably foreseeable and not the fault of the Contractor, will be reason for an extension of time commensurate with such period of delay.

Inspection by Utica Neighborhood Housing Service, Inc.

A Utica Neighborhood Housing Service, Inc. designee shall have the right to inspect the work at all times and at the completion thereof.

Contractors/Agents

The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's agents and subcontractors.

Nothing contained in the contract documents shall create any contractual relation between any agent and the Owner.



GENERAL REQUIREMENTS

Payments

Payments otherwise due may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make payments properly to Agents or for material or labor.

The Owner shall have the right to retain from payment an amount sufficient to indemnify itself against all liens, damages and claims until the same shall be satisfied, discharged, and cancelled.

Before each progress payment is made, the Contractor will be required to give the Owner good and sufficient evidence that the premises are free from all liens, damages, and anything chargeable to said Contractor.

Partial payment for work being performed shall not indicate acceptance of any portion of the work by The Owner.

Any imperfect material and work that may be discovered before the final acceptance of the work shall be corrected or replaced immediately, notwithstanding that such work or material may have been overlooked and paid for in any previous requisitions. Omission to disapprove any materials or work shall not relieve the Contractor from any of these obligations, and all materials and work which may become damaged from any cause shall be removed and replaced by good, satisfactory work by the Contractor.

Payments by the Owner for completed work will be made only upon the Contractor's submittal of a properly completed Requisition for Payment.

The Contractor is responsible for all losses incurred due to theft or vandalism throughout the duration of the Contract Work. This shall include stored and installed materials, even in the event that payment has been made by the Owner to the Contractor for said materials.

The Owner shall become responsible for losses only upon final acceptance of the project and after final payment of the retainer to the Contractor.

SCHEDULES

Prior to full execution of the contract, the Contractor shall submit the following to UNHS Inc. for approval:

- 1) A complete written **construction schedule** outlining dates for the commencement and completion of EACH scope of work. The schedule shall not exceed time limits specified by the Contract Documents.
- 2) A construction **schedule of values** for EACH of the scopes of work outlined in the specification sections.

Both of the above listed items must be approved by UNHS Inc. prior to signing of the contract, and thereafter will become part of the Contract Documents.



SUBMITTALS

The Contractor shall review, approve and submit to UNHS Inc. all shop drawings, product data, samples and similar submittals required by the contract documents. Submittals are to be made with reasonable promptness and in such sequence as to cause no delay in the work or in the activities of the Owner or other subcontractors.

The Contractor shall perform no portion of the work requiring submittal and review of shop drawings, product data, samples or similar submittals until the submittals have been approved by UNHS Inc.

By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that he/she has determined and verified materials, field measurements and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of the work.

The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's approval of shop drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the Owner's approval thereof

TEMPORARY FACILITIES

In unoccupied buildings, activating the service of water, gas and electricity, including the maintenance of adequate heat, shall become the direct responsibility of the Contractor during the period of all remodeling work. All costs for this service shall be borne by the Contractor.

PROJECT CLOSEOUT

The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner except those claims arising from unsettled liens or from faulty work appearing after the final payout.

The Contractor shall on his time and expense submit to UNHS Inc. a release of all mechanic and material liens prior to final payment of the consideration set forth hereafter.

