



CITY OF
Tulsa
A New Kind of *Energy*™

CONTRACTOR GUIDELINES

WORKING IN NEIGHBORHOODS (WIN)

HOUSING DIVISION

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Purpose:

The purpose of this document is to provide and make a part of the contract and contract proposal, certain minimum standards of workmanship, quality of materials and procedures expected and required by the City. It is intended that these minimal guidelines in conjunction with specifications in the work write up shall prevail except when in conflict with or less stringent than City, County, State or Federal Regulations or Codes.

Section 100. Requirements

Section 101. Conditions

Section 102. Bidding

Section 103. General Conditions

Section 104. Warranty of work

Section 105. Definitions

Section 100. Requirements

A. Insurance

1. Rehabilitation Loan Projects:

General Liability Insurance: All contractors shall have general liability insurance that insures \$500,000 for each occurrence and \$1,000,000 aggregate.

Workers Compensation: All contractors shall carry workers compensation insurance in accordance with the laws of the State of Oklahoma, for all persons engaged in work at the site. Exempt status for the General Contractor of the Rehabilitation Loan Projects will not be accepted.

Vehicle: All contractors shall carry comprehensive automobile insurance in accordance with the Laws of the State of Oklahoma and the City of Tulsa.

2. Emergency Repair Projects (Non – Roofing):

General Liability Insurance: All contractors shall have general liability insurance that insures \$500,000 for each occurrence and \$1,000,000 aggregate.

Workers Compensation: All contractors shall carry workers compensation insurance in accordance with the laws of the State of Oklahoma, for all persons engaged in work at the site or can claim exemption under State of Oklahoma rules.

Vehicle: All contractors shall carry comprehensive automobile insurance in accordance with the Laws of the State of Oklahoma and the City of Tulsa.

3. Emergency Repair Projects (Roofing):

General Liability Insurance: All contractors shall have general liability insurance that insures \$500,000 for each occurrence and \$1,000,000 aggregate.

Workers Compensation: All contractors shall carry workers compensation insurance in accordance with the laws of the State of Oklahoma, for all persons engaged in work at the site. Exempt status for Roofing Contractors will not be accepted.

Vehicle: All contractors shall carry comprehensive automobile insurance in accordance with the Laws of the State of Oklahoma and the City of Tulsa.

- B. Contractors cannot be “debarred” from bidding on government funded project. This list can be found at <https://www.epls.gov/>
- C. Contractor shall have a working email. This email must have the ability to print PDF files. Due to the fact that all bids and bid results are disseminated using email.
- D. Contractors shall have all required license and registration to perform work in fields that require permits or specialized work. Included in this requirement is Plumbing, Electrical, Mechanical, Roofers, Lead Base Paint.
- E. Contractors shall have a working telephone. This telephone should be answered or have the ability to check messages from clients or city staff. Contractors shall respond to messages from clients or city staff within one working day.
- F. Contractor shall have all necessary tools or the ability to obtain all necessary tools to perform the entire work bid and contracted to work.

Section 101. Conditions

- A. The contractor will provide all labor, materials, equipment, services and perform all operations required for the completion of the following work as specified in a workman like manner and in accordance with building codes, manufacturer's instruction and the City of Tulsa’s Housing Rehab Standards
- B. The contractor will secure at his/her own expense, all necessary permits and licenses required to do the work and comply with all building and code regulations and ordinances whether or not covered by the specifications or drawings.

Section 102. Bidding

- A. Contractor Bidder List: A list is maintained for the convenience of our clients. This list represents those contractors who express a desire to participate in our programs and is not meant to represent neither approval nor disapproval of their contracting ability.
1. The selection of all bidders for the Rehabilitation loans is the sole responsibility of the Homeowner. Any contractor who fails to maintain a quality of work in keeping with City of Tulsa Contractor Guidelines and City of Tulsa Rehabilitation Specification Standards will be removed from this list.
 2. There is no selection of bidders for the Emergency Repair Grant program. Each contractor from each discipline is invited to bid on all projects that are covered by his/her discipline.
- B. Final Bid Selection
1. Emergency Repairs: Final selection of a bid is determined by the lowest most competitive bid. If the lowest most competitive bid is deemed unfit or out of line compared to the inspector's estimate, the Housing Division can exclude this bid. All bids must be submitted in a complete and accurate fashion.
 2. Rehabilitation Loans: The City of Tulsa uses the Rehabilitation Specialist Model from HUD's "On Solid Ground" Primer (January 2007) for bidder selection. The final selection of a contractor is determined by homeowner. The owner accepts the bid of choice that is within reasonable cost, which should be within 10% of the inspector's estimate. If the most reasonable bid is deemed unfit or out of line compared to the inspector's estimate, the Housing Division can exclude this bid. All bids must be submitted in a complete and accurate fashion.
- C. Contractor shall read all instructions carefully; failure to follow instructions will result in the rejection of your bid
- D. Contractor shall not add or delete any information from the bid proposal.
- E. Bids cannot be changed after they have been submitted. However, if it appears that there are oversights or omissions, the contractor may withdraw the bid by written request or email.
- F. The contractor shall refer to the General Conditions and Exhibit "A" for acceptable standards and execution of the work.
- G. All measurements and quantities are the contractor's responsibility. If the contractor has any questions they should contact the Housing Inspector before submitting said bid.

- H. Contractor shall provide and adhere to all requested equipment and measurements characteristics. Examples: BTU of heating source, AC tonnage of AC, etc...
- I. Contractor shall examine the Exhibit "A" and the subject property thoroughly. All allowances included refer to the purchase price of materials only, unless otherwise specified.
- J. All bid Proposals submitted by your company shall be valid and binding for 60 days from bid review date.

Section 103. General Conditions

A. Preconstruction Conferences

- 1. Rehabilitation Loans: The contractors, upon being awarded a contract, will be required to attend a preconstruction conference at the job site with the property owner and Housing Inspector. Upon completion of this conference, the property owner and contractor will sign any change orders pertaining to the project and the pre-construction form for final submission to Housing Finance staff for completion of the contract.
- 2. Emergency Repairs: The contractor is solely responsible for the selection of color and proof of selection of colors on the emergency repair program.

B. Notice to proceed: No work will proceed before the "Notice to Proceed" is issued

C. Rehab Planning (Rehab Project only): The contractor will work with the Housing Inspector to coordinate a Rehab Plan before the work begins. This plan will be conducted to ensure all parties understand what work will be done and in what order.

D. Responsibility of Housing Inspector: The Housing Inspector will be available for following functions:

- 1. Interpret work write-up and specifications prior to Contractor submitting bid proposal and during the construction phase.
- 2. Conduct preconstruction conference.
- 3. Conduct the Rehab Plan meeting.
- 4. Inspections for payment request (contractor must request this inspection by submitting all applicable forms to the Housing Supervisor).

5. Inspection when a hazardous problem requiring technical assistance is needed such as plumbing, electrical and structural conditions.
6. Review, approve or disapprove, and prepare all written requests for change orders.
7. Review and approve all work to correct discrepancies on all Lead Base Paint (LBP) work.

E. Contractors' Responsibilities

1. It is the responsibility of the contractor to make an on-site inspection of the home with work write-up in hand. Any questions about requirements should be resolved by contacting the Housing Inspector.
2. The bid will be line item with each item having cost. Take into consideration costs such as building permits, electrical or plumbing inspection fees, profit and overhead. Combining items together into one cost (i.e. repair floor and paint wall) are not acceptable.
3. Items having brands, grades, model or pattern numbers, color, etc..., should be specified in the contract. Change orders will be required if these are changed after bids are accepted.
4. Areas in which the contractor is required to fill in language, pricing, etc. must be legible.

F. Change Orders: Contractors requesting a change order must contact the Housing Inspector and discuss changes needed or the Housing Inspector will contact the Contractor and inform him/her of changes needed and request necessary prices. The Housing Inspector will prepare a change order and obtain all required signatures. Work contained within the Change Order shall not begin until an approved Change Order has been signed by all required parties.

G. Contractor File: Contractor shall be informed of the file kept on him and made available for homeowner's review. The file contains:

1. A credit/criminal report which is obtained during original application to become a contractor.
2. Copies of all official complaints and their resolutions.
3. All required certificates, licenses, and insurance policies.

H. Work Performance

1. **Labor Quality:** All labor furnished by contractor or sub-contractors must be performed in a professional workmanlike manner and licensed when required. All work related to LBP must comply with Housing and Urban Developments (HUD) and Oklahoma Department of Environmental Quality's (ODEQ) guidelines.
2. **Material Quality:** The Contractor must furnish all materials, cartage, equipment, etc. at his expense which may be necessary to the satisfactory execution of the contract. The material used must be new and of the quality specified. Trade names used herein and within the Exhibit "A" specifications are for the purpose of establishing the desired quality. Before substitutions for specified materials are made, the written change order must be obtained. The final judgment on the quality of material used shall be the judgment of the Housing Supervisor.
3. **Protection**
 - (a) The Contractor shall protect all property adjacent to the contract work from any damage resulting from the work of each section and shall repair or replace any damaged work at his expense.
 - (b) The contractor shall replace and put in good working condition pavements, utilities, fencing and other existing conditions damaged in carrying out work for WIN/Housing programs.
 - (c) The contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience and leave an unobstructed passage for pedestrians and vehicles.
 - (d) **Customer Relations:** Where structures involved in this contract are furnished and occupied by owners both the general contractor and sub-contractor, will make allowances in their bids for certain inconveniences, namely working around and protecting household furnishings and adjustment of working hours within reason to accommodate the owners or tenants daily routines. Contractor is responsible for personal communications between owner and himself/herself.

4. Condition of Premises

(a) Contractor agrees to keep premises neat and orderly during the course of construction and to remove all debris at the completion of the work, including but not limited to removing all stains, labels, tags, protective coverings, etc. caused by contracted work; cleanup will be performed on a daily basis.

(b) Contractor's Use of Premise

(1) Confine operations at site to areas permitted by:

- i. Law
- ii. Ordinances
- iii. Permits
- iv. Contracts

(2) Not unreasonably encumber site with materials and equipment.

(3) Assume full responsibility for protection and safekeeping of products and materials.

(4) Utilities - Owner will permit the contractor to use, at no cost, existing utilities such as lights, heat, power and water, necessary to carry out completion of the work.

I. Verification of Measurements: All shown measurements and dimensions are to be verified by the contractor. No extra compensation will be allowed because of difference between actual and shown dimensions.

J. Site Inspection: Each Contractor will familiarize himself with the specifications, work write-up and drawings. The contractor will visit the premises and thoroughly examine existing conditions so that his bid will be complete.

Section 104. Warranty of work

- A. General Guarantee: The contractor shall remedy all defects due to faulty material or workmanship and pay for any damage to other work resulting therefrom, which shall appear within one year from final payment. The Contractor shall furnish the Owner with all manufacturer's and supplier's written guarantees and warranties covering material and equipment furnished under this contract.
- B. Warranties, Certificates, Manufacturer's Pamphlets, etc...it is the sole responsibility of the contractor to provide the owner with all applicable materials.
- C. Warranty Procedures
1. Procedures for warranty issues:
 - Owner calls complaint into WIN Housing
 - Lead Inspector researches the validity of the complaint
 - Lead Inspector meets at residence to observe complaint(s) and determine if contractor is responsible for warranty work
 - Lead Inspector contacts contractor and provides a Warranty Work Order
 - Contractor shall contact owner for appointment to provide remedy for warranty item(s)
 - Contractor required to restore issue(s) within 10 working days
 - If the issue is an emergency then emergency steps are expected
 - Once issue is resolved, contractor shall contact Lead Inspector
 - Lead Inspector to verify complaint has been resolved and close case
- D. Warranty Priority
1. All warranty issues shall be handled as a priority. If the contractor elects to not repair in accordance with CG 201 or the Housing Division documents a lack of action on the part of the contractor, the Housing Division has a responsibility to take corrective action and resolve the warranty issue and reserves the right to remove the contractor from the bidding list and settle any outstanding expenditures with City of Tulsa, Legal Department's assistance.

Section 105. Definitions

- A. Contractor - The Contractor is the person or organization identified as such in the Owner/Contractor Agreement and is referred to throughout the contract documents as if singular in number and masculine in gender. The term "Contractor" means the contractor or his/her authorized representative.
- B. Exhibit "A" – This document is an exhibit to the contract that lists the required work that the contractor will bid on and perform if his/her bid is selected. This document is also referred to as a work write-up.
- C. Housing Inspector – The Housing Inspector, a WIN employee, is the primary contact for the owner and contractor during the process of construction.
- D. Notice to Proceed – This is the official notice signed by the owner and contractor which states the start and stop date of the work listed within the Exhibit "A".
- E. Owner - The Owner is the person or organization identified as such in the Owner/Contractor Agreement. The term owner means the owner or an authorized representative.
- F. Provide - Means furnish and install; complete and ready for intended use, as applicable in each instance.
- G. Repair - Means to restore specified items to the condition of original existence or intended use.
- H. Subcontractor - A person or organization that has a direct contract with the Contractor to perform any of the work at the site.
- I. Install - Means to supply and deliver to project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, protecting, cleaning and similar operations.
- J. Replace - Means to remove all deteriorated material and to install new material of like kind.

Contractor Guidelines Acknowledgement Form

I _____ (print name) working for and representing
_____ (print company name) hereby acknowledge
the receipt of the City of Tulsa Working In Neighborhoods – Housing Division, Contractor
Guidelines, Version 4.01. I also acknowledge that I will fully examine the Contractor Guidelines
and agree to follow the Contractor Guidelines and the City of Tulsa’s Rehabilitation Standards
Revised 7/6/12. In addition I agree that email will be the primary tool for communication except
for legal actions or removal of my company from the City of Tulsa Working In Neighborhoods
Contractor’s List, in which case notice will be made to my address provided on the application.

***The undersigned certifies that all information in this statement, and all information furnished
in support of this statement, is true and complete to the best of the undersigned's knowledge
and belief.***

_____ Contractor’s Signature	_____ Title	_____ Date
_____ Witness’ Signature	_____ Title	_____ Date