

CONTRACTOR HANDBOOK

Urban Neighborhoods Alliance (UNA)
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**URBAN NEIGHBORHOODS ALLIANCE (UNA)
HOME IMPROVEMENT PROGRAM
CONTRACTOR'S HANDBOOK**

FORWARD

Thank you for your interest in becoming one of our prequalified contractors. UNA depends upon the skills and attitudes of our contractor partners for its continued success.

The purpose of this Document is to:

1. Describe the procedures to be used while working on properties financed by UNA's Home Improvement Program.
2. Provide helpful information and familiarity with the forms which are used in the Program.

All holders of this Handbook are expected to familiarize themselves with the Guidelines and to follow the procedures, instructions and standards contained herein which will lead to high quality work and efficient operation.

When new procedures are developed and changes are made to current procedures, copies will be issued for inclusion in the Handbook to all contractors on our bidder's list.

If you have any questions concerning our procedures, please contact UNA at 417-865-4774.

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GENERAL INFORMATION & CONTRACTOR REQUIREMENTS

The Urban Neighborhoods Alliance may receive funding and technical assistance from the City of Springfield. In cases where City funding is used, contractors shall adhere to any policies and procedures dictated by the City of Springfield.

I. REQUIREMENTS TO ENTER CONTRACTOR REGISTRY

A. Basic Requirements

To be eligible for participation in UNA's Rehabilitation Programs, a General Contractor must:

- Submit a Comprehensive Housing Program, General Contractor Application form which provides information regarding company structure, financial ability to undertake a project, name of insurance carrier(s) for General Liability, Auto and Workers Compensation coverage, names of principle suppliers/subcontractors, work specialties, and work references.
- Possess "tools of the trade" which include basic contracting tools, and vehicle for transporting materials, tools and accessing the property.
- Have an acceptable past performance record.

B. Insurance Requirements

To participate in UNA, General Contractors must provide a Certificate of Insurance from his/her insurance carrier, with an absolute minimum cancellation provision of ten days, certifying the insured is the General Contracting firm, which has insurance in force with at least the following types and amounts of coverage:

Class of Coverage	Bodily Injury	Property Damage
Commercial General Liability	\$300,000 each occurrence \$1,000,000 aggregate	\$300,000 each occurrence \$1,000,000 aggregate
Auto -owned, hired or leased.	\$250,000 each person	\$100,000 each occurrence
Worker's Compensation	As required by State Statute	

As specified in the contract, UNA shall be a named insured. For City funded projects, the City of Springfield shall be a named insured. The Certificate of Insurance must be presented to this office prior to any contract award.

C. Lead Hazard Reduction

All work performed on lead-containing surfaces must conform to lead-safe practices and be completed by workers who are either supervised by an EPA- certified abatement supervisor or be performed by workers trained in lead-safe work practices. If abatement options are specified in the work write-up, the contractor must hire an EPA- certified and state-licensed abatement contractor and submit proof of their current state license.

D. Contractor Selection Process

Bids on rehabilitation projects will be requested from contractors upon invitation from UNA. The City of Springfield's staff may provide technical construction assistance to UNA. For projects where the City is providing technical assistance, the City's Project Specialist will prepare a Work Write-Up which will be provided as part of the bid package.

The bid invitation will be sent via regular mail or e-mail.

E. Contract Documents

Work Write-Up - This report may be prepared by UNA or City staff who has inspected the property. It identifies mandatory work items that must be included in the General Contractor's proposal as well as other UNA requested improvements.

Bid Form – Complete this form showing total bid price for the work and number of days for project completion. UNA will review the bid proposals.

Program Rehab Standards - All work must conform to the City of Springfield's Residential Property Rehabilitation Guide which is available from the UNA website. The contractor's workmanship and performance are subject to evaluation and acceptance by both the UNA and the City of Springfield. Failure to maintain an acceptable performance level will result in debarment from future rehabilitation work.

II. STANDARD PROCEDURES

A. Bidding

1. The General Contractor is ultimately responsible for the bid and it's contents which encompasses the entire project. This includes site familiarity, inspection and a review of the work write-up items, measurements and quantities as well as those items listed by any subcontractor within the bid document.
2. A mandatory bid tour walk-through of the house will be scheduled so that all interested contractors may preview the property and have their questions answered. Contractors who do not have a representative present will not be allowed to bid.
3. Instructions for bidding will be provided in the bid packet while will be distributed at the bid tour.
4. Completed bids shall be returned to UNA prior to the deadline established.
5. All bids shall be submitted on the proper form (completely filled out) and in a sealed envelope.
6. The following criteria will be used to determine the winning bid:

a) The bid is the lowest, most responsible and responsive bid.

Definitions

Lowest refers to bid amount.

Responsive refers to a valid and correct bid. Examples of responsiveness include bids turned in prior to the deadline, bid forms filled out correctly, bids containing all required information, etc. UNA may discard a non-responsive construction bid.

Responsible refers to financial standing, skill, facilities, capacity, experience, previous work record, or any default within the last 12-month period.

- b) Bids. UNA has the right to reject any bids that are not within ten percent (10%) of the project cost estimate.
- c) The total number of days to complete the project.
- d) No more than two (2) simultaneous projects will be awarded based on demonstrated company capability on a case-by-case basis.

B. Rehabilitation Contract

Once the bid has been accepted, this office will prepare the Rehabilitation Contract. The contract is between UNA and the General Contractor and will be executed between UNA and the General Contractor at a pre-construction conference. This conference will permit the UNA, General Contractor and City staff to review the work write-up and contract documents. In addition to the Rehabilitation Contract, the following documents will be reviewed at the pre-construction conference: Notice to Proceed, Pay Requests, Change Orders, etc.

C. Colors & Materials Selection

UNA will select specific materials, colors, brand names or model number of fixtures or other equipment that was not specified when the bid proposal was submitted.

D. Site Protection

Once the structure is turned over to the control of the contractor, the contractor shall remain fully responsible for all security on a 24 hour basis and is encouraged to supplement the existing security as is prudent and reasonable.

E. Notice to Proceed

The Notice to Proceed is issued by UNA and authorizes the General Contractor to begin work. The form also indicates when work is to start and when it is to be completed.

F. Permits

The General Contractor is responsible for obtaining **a)** all required permits prior to starting construction and **b)** any required Building Development Services inspection approvals during the rehabilitation.

G. Progress Inspections

UNA and/or City staff will monitor the day-to-day progress of the job. UNA reserves the right to inspect all work performed by the contractor at anytime. Certain critical inspections will be noted during the pre-construction conference.

H. Payment Procedures

It is the policy of UNA to make payments once a month. UNA will provide a payment schedule of deadlines and required documentation for each project at the pre-construction conference.

Prior to payment release, UNA will collect lien waivers or paid receipts from the General Contractor and all subcontractors and/or suppliers furnishing material for the items on the job of which payment is requested. UNA will not provide “advance” money or authorize payment for items which are not completed or properly installed.

Progress payments are based on a contract price allocation submitted to and accepted by UNA, before work begins. The contractor will be required to submit a contract price allocation prior to the pre-construction conference. The contract price allocation, which distributes the total contract price amount to all work items in the contract, helps to ensure that you do not receive, at any point, more money than you have earned. City staff will provide a form to log your contract price allocation. In most cases, the figures can come directly from notes used in preparing your bid, with your standard percentage for overhead and profit added to each cost figure. The total value of the individual work items should equal the contract price.

After UNA and City staff have accepted the allocation, progress payments will be handled routinely as work items are completed in accordance with the contract. When preparing an invoice, cite the paragraph numbers or change order number for the work completed and previously agreed-on value. Indicate third parties to be paid.

Submit certificates of contract compliance where called for in the contract in exchange for processing payments. UNA will approve all draw requests before submitting it to the City.

A retainage of ten (10) percent will be withheld from every draw request. Retainage will be released to the contractor upon completion of the final inspection.

I. Clearance Examinations

In all jobs with a lead hazard reduction scope of work the contractor is responsible for cleaning the work sites to a level below the thresholds of 40 g/sf on floors; 200 µg/sf on interior window sills and 400 µg/sf on exterior window wells or troughs. The contractor is responsible for all additional cleaning operations required to attain the mandated clearance thresholds as well as any additional cost assessed by the clearance technician for repeated dust and laboratory fees.

J. Warranty

The General Contractor will provide the Warranty which provides an outline of the General Contractor’s obligations under the twelve month warranty for both workmanship and materials completed under the contract.

III. CONTRACTING NORMS

A. Resolving Disputes

The construction contract is between UNA and the General Contractor. City staff will clarify misunderstandings and negotiate disputes between UNA and the General Contractor. If a problem cannot be resolved in the field, the contract would next require mediation and then arbitration.

B. Debarment

If the contractor fails to comply with the program requirements, or in the judgment of UNA does not perform satisfactory work, he/she will be disqualified from the program and unable to secure a Rehabilitation Contract.

The reasons for disqualification include, but are not limited to:

1. Failure to perform work in a workmanlike manner or to use safe work practices during lead hazard reduction.
2. Failure to complete a contract or failure to make every attempt to fulfill the contractual obligations.
3. Failure to adhere to an established time schedule for work completion.
4. Failure to honor a bid.
5. Failure to maintain a professional working relationship with UNA.
6. Failure to comply with all the requirements of the Rehabilitation Contract and related documents.
7. Discrimination against, or denial of employment to, any individual in the performance of any rehabilitation contract on the grounds of race, color, national origin, age, sex, handicap, belief or political affiliation, in violation of Title V and VII of the Civil Rights Act (42 USC 2000d) and the Age Discrimination in Employment Act (29 USC 794).
8. Collusion between the contractor and any other party involving kickback or any other mutual effort to fix a bid in violation of the Copeland Anti-Kickback Act (18 USC 874 as supplemented by 29 CFR Part 3).

C. Equal Opportunities

The contractor shall take affirmative action to ensure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, age, 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. The contractor also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.

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, age, or disability.

The contractor shall comply with the provisions of Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11375 of 1967 and the Equal Employment Opportunity Act of 1972. The contractor may be requested to furnish information and reports requested by UNA or the U.S. Department of Housing and Urban Development to ascertain compliance with such rules, regulations or requests, or with this non-discrimination clause.

D. Conflict of Interest

In order to avoid personal conflict of interest in awarding contracts or making purchases of property or service under this program:

1. No contract or procurement will be made with any organization in which any person in an administrative capacity may benefit unless specifically authorized by the Board of Directors in conformity with applicable federal, state and local laws.
2. No contract or procurement will be made to any organization in which an immediate family member of a person in an administrative capacity with UNA may benefit unless authorized in writing to do so by the Board of Directors.
3. No employee or board official shall solicit or accept gratuities, favors or anything of monetary value from contractors, providers or potential sub-contractors.

F. Office Visits

Office hours of UNA are generally 8:00am to 5:00pm Monday through Friday.

BIDDERS LIST STANDARDS

I. **INACTIVE BIDDERS LIST**

A contractor shall be placed on the Inactive Bidders List as a result of the following:

1. Failure to comply with insurance requirements.
2. Failure to complete awarded jobs within the agreed to time span as stated in the contract.
3. Failure to make satisfactory progress towards completion of any contract in construction.
4. If the contractor fails to respond to three (3) consecutive Invitations to Bid by either not bidding or not notifying UNA why they cannot bid.
5. By mutual agreement reached between the contractor and UNA.

II. REMOVAL FROM BIDDERS LIST

1. If the contractor is on the Inactive Bidders list for a period in excess of 180 days.
2. If the contractor fails to complete in a workmanlike manner any specified work under any contract or, if the contractor violates any term or condition established by any Department of Building Development Services and Rehabilitation policy or if the contractor breaches any of the terms or conditions of the UNA/Contractor Contract.
3. If the firm fails to conduct itself in an ethical, polite manner in their dealings with neighbors, UNA personnel, City staff or other contractors.

CONTRACTOR DEBARMENT POLICIES

I. POLICY

UNA Guidelines require that we finance work only with contractors who are qualified and reputable.

II. PURPOSE

To establish rules for debarment or sanctions against corporations, partnerships or other entities who do not fulfill their responsibilities to UNA.

III. AUTHORIZED SANCTIONS

The following is a list of sanctions that may be imposed based on reasonable cause.

1. Temporary denial - denial of participation or conditions for participation in specific program.
2. Suspension - immediate exclusion from participation based on adequate evidence of wrongdoing.
3. Debarment - exclusion from participation in programs for a period of time commensurate with the seriousness of the infraction.
4. Voluntary exclusion - voluntary exclusion by agreement with UNA.

IV. TYPICAL CAUSES FOR ACTION

Unapproved material substitution, unreasonable unexplained delays, unprofessional conduct on the part of the contractor or their employees.

Shoddy work, unsatisfied complaints, failure to follow program procedures, lack of liability insurance and acts or activities deemed unethical or unprofessional.

Discrimination, racial or sexist statements, offering bribes or kickbacks, drugs or alcohol use on job site.

CONTRACTOR'S ACCEPTANCE

The undersigned contracting firm agrees in consideration for being placed upon the Contractor's Registry," the firm will comply with the following conditions on all rehabilitation work performed on properties financed by UNA:

1. To use only contract forms previously approved by UNA.
2. If work performed by the contractor is found to be unsatisfactory by UNA, or if contract relations between the contractor and other parties are found to be unsatisfactory, UNA may remove the firm's name from the "Contractor's Registry."
3. All work shall be performed in accordance with the Residential Property Rehabilitation Guide or the City of Springfield, subject to such inspections as deemed necessary by UNA and the City.
4. Required insurance will be maintained.
5. Workmen's Compensation will be provided.
6. That the contractor will abide by Equal Opportunity provisions of the Civil Rights Act.

Firm Name

Authorized Signature

Title

Date