



CITY OF  
**Tulsa**  
A New Kind of *Energy*™

## **CONTRACTOR APPLICATION**

### **WORKING IN NEIGHBORHOODS (WIN) HOUSING DIVISION**

175 East Second Street, Suite 580  
Tulsa, OK 74103

Telephone  
918.576.5552

Fax  
918.699.3239

Website  
[www.CityofTulsa.org/Housing](http://www.CityofTulsa.org/Housing)

Email  
[housing@cityoftulsa.org](mailto:housing@cityoftulsa.org)

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**Housing Division**  
**WORKING IN NEIGHBORHOODS**

Potential Contractor,

Thank you for showing interest in our Housing Assistance Program, attached are several documents, please read all pages in their entirety.

Please follow these instructions to the letter to assist our department in streamlining the contractor's application process.

Application form

- Read and fill this form out completely, signatures required
- General Release form for WIN and Contractor Guidelines Acknowledgement form
- Read, sign and notarized
- General Release form for AmericanChecked Inc.
- Read, complete form, and sign
- Contractor Guidelines
- Read entire document, keep for your records
- Insurance verification
- Have your insurance fax a "Certificate of Insurance" to 918-699-3239, the certificate holder should be:

City of Tulsa - WIN/Housing  
175 E 2nd St Suite 580  
Tulsa, OK 74103

Once all of the above listed items are taken care of you will need to fax entire application (5 pages) to 918.699.3239. Once your application is received a staff member will contact you to acknowledge our receipt and let you know what the next step will be.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Brant Pitchford  
Housing Supervisor  
Working in Neighborhoods (WIN)  
918.576.5630 office  
918.699.3239 fax

# Contractor Application Programs and Requirements

## **Emergency Repair Grant**

A \$5,000 maximum grant to very low income residents to make emergency repairs to conditions that threaten the health and safety of the occupants, the resident must own and occupy the residence, reside within the city limits and qualify financially. *Areas of service: Electrical, Plumbing, Roofs, Heating, Sewer lines*

## **Contractor information:**

This program has around 300 – 350 projects every year. The projects vary from Electrical, Plumbing, Roofing, Heat and Air, to some General Contractor contracts for various interior repairs.

## **Requirements:**

- General Liability Insurance
- Workers Comp (unless the contractor is self employed and has an exempt affidavit)
- Not De-Barred (HUD has a list of De-Barred contractors, you company cannot be on this list)
- Email Address (Your email address must have the ability to print PDF files)
- Required License/Registrations (*Electricians, Plumbers, Mechanical and Roofers*)
- All work has a one year full warranty required

## **Rehabilitation Loan Program**

A \$25,000 maximum rehabilitation loan available for moderate to very low income residents to assist citizens with home repairs, weatherization, and energy efficiency, each residence is given a rigorous inspection to include Lead Based Paint (LBP), Electrical/Mechanical/Plumbing (EMP), Structural, and interior repairs. The resident must own and occupy the residence, reside within specific targeted zones of the Tulsa city limits and qualify financially. This is a loan program that is either deferred until the residence changes ownership or the resident is set up on a payment plan based on their income. *Areas of service: Lead Based Paint, Electrical, Plumbing, Security (doors and windows), Roofs, Heating, Interior issues, Weatherization.*

## **Contractor information:**

This program has around 30 – 40 projects every year. The projects are awarded to General Contractors that are capable of managing these projects in a responsible manner. The contractor must be able to finance a minimum of 70% of the project before receiving any funding. These projects are a turn key contract, therefore the General Contractor must be able to hire sub-contractors and be responsible for paying those sub-contractors.

## **Requirements:**

- General Liability Insurance
- Workers Comp (unless the contractor is self employed and has an exempt affidavit)
- Not De-Barred (HUD has a list of De-Barred contractors, you company cannot be on this list)
- Email Address (Your email address must have the ability to print PDF files)
- Required License/Registrations (*Electricians, Plumbers, Mechanical and Roofers*)
- Lead Base Paint training, certificates and firm with EPA
- All work has a one year full warranty required

# Contractor Application

## Working In Neighborhoods Department – Housing Division

### Firm Information

PRINT CLEARLY AND LEGIBLY

Name of Firm: \_\_\_\_\_ **Legal description**  
Street Address: \_\_\_\_\_  Corporation  
City ST Zip  Sole Proprietorship  
Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_  Partnership  
Employer's Fed. I.D. No. \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(Obtain at <http://fedgov.dnb.com/webform>)  
Email for bidding: \_\_\_\_\_

Social Security # for all company owners: \_\_\_\_\_

Number of years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_ Office staff \_\_\_\_\_ Field staff

### Type of Company:

General Construction  Plumber  Electrician  Mechanical  Roofer

License No. or Registration No.: \_\_\_\_\_ Expires: \_\_\_\_\_

Identify all individuals who own or share ownership of this firm:

<u>Name</u>	<u>Race</u> *	<u>Sex</u>	<u>% of ownership</u>
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\*Black/African American, Alaskan Native, Asian, Native Hawaiian, Hispanic, Native American, Pacific Islanders, White

Identify all individuals who are authorized to sign bids and agreements (other than owners listed above):

<u>Name</u>	<u>Phone</u>	<u>Title</u>
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### **Insurance information:**

Amount of General Liability Insurance: \_\_\_\_\_ \$500,000 for each occurrence and \$1,000,000 aggregate minimum

Amount of Worker's Compensation: \_\_\_\_\_ State minimum required

Amount of Auto Liability \_\_\_\_\_ State minimum required

Application Page 1 of 5

**Criminal/Legal History:**

Have any members of the firm been sued within the past 18 months by sub-contractors, suppliers or customers?

Yes  No  If so, please attach an additional page explaining the details and outcome.

Has any of the owners of the company ever been convicted of a felony?

Yes  No  If so, please attach an additional page explaining the details and outcome.

**References (supplier or sub-contractor)**

	Supplier/Sub contractor	Description	Telephone	Contact
1.				
2.				
3.				
4.				

**List Three (3) Customers you have completed work in the past 12 months**

	Name	Description of work	Telephone	\$ Amount
1.				
2.				
3.				

Comments: (list any additional comments you would like our agency to know about your company)

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**Fax this page to 918.699.3239**

**General Release and 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 2.01. I also acknowledge that I will fully examine the Contractor Guidelines and agree to follow the Contractor Guidelines.

I (print name) hereby authorize the City of Tulsa, WIN Department or its designated agents to obtain and receive all record(s) and information pertaining to my eligibility for the bidding on rehabilitation and emergency work for the Housing assistance programs, including my employment, income, (including IRS returns), credit, residency and banking information from all persons, companies, or firms holding or having access to such information. This authorization hereby gives the City of Tulsa, WIN Department or its designated agents the right to request all information that we can or could obtain from any person(s), company or firm on any matter referred to above. I agree to have no claim for defamation, violation of privacy or otherwise against any person or firm or corporation by reason of any statement or information released by them to the City of Tulsa, WIN Department for purposes of the program. The term of this authorization shall commence on the date of signature and be in force for a period of five years commencing on the date first set forth below.

***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.***

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Signature	Title	Date
Signature	Title	Date

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**Notary:**

SUBSCRIBED and SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_



## Consumer Report Disclosure & Release

In connection with my employment/volunteerism or application for employment (including contract for services and volunteer work), an investigative consumer report and consumer reports, which may contain public record information, may be requested from AMERICANCHECKED, INC. These reports may include the following types of information: names and dates of previous employers, reason for termination of employment, work experience, accidents, academic history, professional credentials, drugs/alcohol use, information relating to my character, general reputation, personal characteristics, mode of living, educational background, or any other information about me which may reflect upon my potential for employment gathered from any individual, organization, entity, agency, or other source which may have knowledge concerning any such items of information. Such reports may contain public record information concerning my driving record, workers' compensation claims, credit, bankruptcy proceedings, criminal records, etc., from federal, state and other agencies which maintain such records.

I authorize AMERICANCHECKED, INC. to prepare a consumer report or investigative consumer report about me and disclose such to the requesting company. For the purpose of determining my eligibility for employment, retention, promotion or suitability as a volunteer. If the requesting company is placing me with another entity, I consent to the report being provided to such other entity. If hired, contracted or accepted as a volunteer, this authorization shall remain on file and shall serve as ongoing authorization for the procurement of consumer reports at any time during my employment/volunteerism or contract period. I have been provided a copy of the summary of the rights of the consumer pursuant to the Fair Credit Reporting Act (FCRA).

I hereby fully release and discharge AMERICANCHECKED, INC., their respective affiliates, subsidiaries, directors, officers, employees, agents and attorneys thereof, and each of them, and any individual, organization, entity, agency, or other source providing or receiving information to AMERICANCHECKED, INC. from all claims and damages arising out of or relating to any investigation of my background for employment/ volunteer purposes. This release is valid for all federal, state, county and local agencies, authorities, previous employers, military services and educational institutions.

By signing below, I certify that I have read and fully understand this release, that prior to signing I was given an opportunity to ask questions and to have those questions answered to my satisfaction, and that I executed this release voluntarily and with the knowledge that the information being released could affect my being hired, my employment/volunteerism, or my eligibility for promotion.

Today's Date \_\_\_\_\_ Signature \_\_\_\_\_

Print your full name \_\_\_\_\_

For purposes of gathering this information, I agree to supply the following information, which may be required by law enforcement agencies and other entities for positive identification purposes when checking records. It is confidential and will not be used for any other purpose.

Print other last names you have used \_\_\_\_\_

Current Address \_\_\_\_\_ How long? \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Social Security No. \_\_\_\_\_ Date of Birth \_\_\_\_\_

Driver's License No. \_\_\_\_\_ State Issuing License \_\_\_\_\_

California, Minnesota and Oklahoma Applicants Only: I request a free copy of any consumer report ordered on me.

**Fax this page to 918.699.3239**



**Notice To All Applicants**

You have the right to receive, upon your written request within a reasonable period of time, (not to exceed 30 days) a complete and accurate disclosure of the nature and scope of the investigation requested. You have the right to make a request to AMERICANCHECKED, INC., upon proper identification, to request the nature and substance of all information in its files on you at the time of your request, including the sources of information, and the recipients of any reports on you that AMERICANCHECKED, INC. has previously furnished within the two-year period preceding your request. AMERICANCHECKED, INC. may be contacted by mail at 4870 S. Lewis Ave., Ste. 120, Tulsa, Oklahoma, 74105, or by phone at (800) 975-9876.

**Notice to California Applicants**

Under California law, the consumer reports we order on you for employment purposes within the State of California are defined as investigative consumer reports. These reports may contain information on your character, general reputation, personal characteristics and mode of living. Under section 1786.22 of the California Civil Code, you may view the file maintained on you by AMERICANCHECKED, INC. during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services, by appearing at AMERICANCHECKED, INC. in person, by mail, or by telephone. AMERICANCHECKED, INC. may be contacted by mail at 4870 S. Lewis Ave., Ste. 120, Tulsa, Oklahoma, 74105, or by phone at (800) 975-9876. The agency is required to have personnel available to explain your file to you and the agency must explain to you any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification

Consumer Signature \_\_\_\_\_

Company Name: \_\_\_\_\_

Attached to this disclosure is a written summary of your rights under the Fair Credit Reporting Act (FCRA) as prepared by the Federal Trade Commission.

**Fax this page to 918.699.3239**

**AmericanChecked, Inc.**

**Section 4**

**FCRA SUMMARY OF RIGHTS**

Para informacion en espanol, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escriba a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

**A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

## Keep this page for your records

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051



CITY OF  
**Tulsa**  
*A New Kind of Energy.*

## **CONTRACTOR GUIDELINES**

### **WORKING IN NEIGHBORHOODS (WIN)**

#### **HOUSING DIVISION**

175 East Second Street, Suite 580  
Tulsa, OK 74103

Telephone  
918.576.5552

Fax  
918.699.3239

Website  
[www.cityoftulsa.org/housing](http://www.cityoftulsa.org/housing)

Email  
[housing@cityoftulsa.org](mailto:housing@cityoftulsa.org)

**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. Infractions/Breaches**

**Section 105. Lead Base Paint**

**Section 106. Warranty of work**

**Section 107. Definitions**

**Section 100. Requirements**

- A. Application: The application which is required for all contractors prior to checking the credit and backgrounds of the principles must be completed in its entirety.
- B. DUNS number
- C. Insurance: If the required insurance listed below is found to be invalid or fraudulent at any time by the City staff, the City
  - 1. General Liability Insurance: All contractors shall have general liability insurance that insures \$500,000 for each occurrence and \$1,000,000 aggregate.
  - 2. 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. WIN Housing will not accept Exempt status for the Housing Assistance Programs.
  - 3. Vehicle: All contractors shall carry comprehensive automobile insurance in accordance with the Laws of the State of Oklahoma and the City of Tulsa.
- D. Contractors cannot be “debarred” from bidding on government funded project. This list can be found at <https://www.epls.gov/>
- E. 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.

- F. 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.
- G. 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.
- H. 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 shall 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 shall 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 and Bidding List**

- 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 entirely neutral regarding which contractor(s) to select for a project.
  - 1. 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.
- B. Rehab Loan Program:
  - 1. The selection of all bidders for the Rehabilitation Loan Program is the sole responsibility of the Homeowner.
  - 2. WIN maintains a Contractor's Book to aid the homeowner's in selecting their rehab contractor. This book has two pages of information for each rehab contractor. The first page is a general information page that provides general information about the contractor in a structured format. The second page is a 8.5" x 11" page that is supplied by the contractor that WIN will print in full color. This page could be a flyer, brochure, Yellow Pages ad etc... Note: It is the contractor's responsibility to provide the information for both pages for the Contractor's Book. See Attachment A of this document as a sample.

3. Final bid selection: 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 selects the bid of choice that is within reasonable cost, which must 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.
4. WIN Staff will evaluate the number of projects all general contractors have in a "hold" status. If the WIN staff deems it necessary a contractor can be placed on the In Active bidding list until the number of "hold" projects is brought down. This is to help alleviate a "bottle neck" of work flow which could lead to WIN not reaching its projected number of completed projects.

C. Emergency Repair Program:

1. There is no selection of bidders for the Emergency Repair Grant program. Each contractor from each trade is invited to bid on all projects that are covered by his/her discipline. WIN staff reserves the right to place contractors on a temporary hold if the contractor has had issues with clients, workmanship or any other related issues that have caused concern to WIN staff for the outcome of the program or if the contractor has too many jobs and cannot sign the required contracts within a reasonable time frame.
2. Final bid selection: Final selection of a bid is determined by the lowest and most competitive bid. If the lowest 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.
3. WIN Staff will evaluate the number of projects all contractors have in a "hold" status. If the WIN staff deems it necessary a contractor can be placed on the In Active bidding list until the number of "hold" projects is brought down. This is to help alleviate a "bottle neck" of work flow which could lead to WIN not reaching its projected number of completed projects and not keeping within the spirit of an emergency repair.
4. If a contractor bids and then will not or cannot start an emergency repair within a reasonable amount of time. The Housing Supervisor will move the project to the next lowest bidder. All parties involved need to remember the spirit of the program and its goal to assist clients in a timely manner to alleviate their emergency.

D. Remaining on Active List(s):

1. Contractors need to bid one time within each quarter to stay active on the bidding list. Contingent upon the WIN staff providing a bid for their discipline during that quarter. If a contractor elects not to bid, WIN staff will place them on an inactive list, which does not remove them from the WIN contractor's list in its entirety. While on the inactive list, the contractor will not receive active bids. To be placed back on the active list the contractor will need to contact the Housing Supervisor by email and request to be placed back on the active list.
- E. Contractors shall read all instructions carefully; failure to follow instructions will result in the rejection of your bid
- F. Contractor shall not add or delete any information from the bid proposal.
- G. 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 prior to the execution of the contract. If the contractor chooses to withdraw a bid after the execution of the contract this may result in an infraction being recorded on the contractor's main file. This is due to the staff time and expense of preparing the contract for execution.
- H. The contractor shall refer to the General Conditions and Exhibit "A" for acceptable standards and execution of the work.
- I. All measurements and quantities are the contractor's responsibility. If the contractor has any questions they should contact the Housing Inspector before submitting all bids or estimates and change order pricing.
- J. Contractors shall provide and adhere to all requested equipment and measurements characteristics.
- K. All bid Proposals submitted by your company shall be valid and binding for 60 days from bid due 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. 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 prior to submitting the bid.
2. The bid will be line item with each item having a 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. Central Heat and Air) are not acceptable.
3. Items having brands, grades, model or pattern numbers, color, etc..., should be specified in the pre-construction form. Change orders will be required if these are changed after bids are accepted. Contractor is responsible for bidding and installing items that meet or exceed the specified brands, models, etc...
4. Areas in which the contractor is required to fill in language, pricing, etc. must be legible.

- E. 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.
- F. Contractor File: Contractor shall be informed of the file kept on company 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.
  4. Lead Base Paint certificate and qualifications.
  5. List of infractions or issues that have been deemed credible by WIN staff
- G. 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 contractor's 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 anyone 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.

H. 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.

- I. Site Inspection: Each Contractor shall become familiar with the specifications, work write-up and drawings. The contractor will visit the premises and thoroughly examine existing conditions so that the contractor's bid will be complete.

**Section 104. Infractions/Breeches**

- A. WIN's is responsible for obtaining and retaining high quality contractors for the Emergency Repair program and for owners to select from on the Rehab program. In order to keep this quality high and in order to keep in the spirit of programs the WIN staff will maintain a record of infractions and or breeches that conflict with the program as is it designed and the contracts that are executed.
- B. Infractions/breeches shall be deemed as, but not limited to: breeching executed contracts, not following the Contractor Guidelines, backing out of bids once a contract is executed, numerous complaints for poor customer services from different clients. These are some of the primary examples. WIN staff will have the final decision making authority on what will be deemed an infraction/breech.
- C. Once a contractor reaches an excessive amount of infraction/breeches the contractor will be called into City Hall for a meeting. This meeting will result in counseling or up to removal from the program.

**Section 105. Lead Base Paint (LBP)**

- A. Contractor agrees to perform all work pertaining to LBP using Lead Base Paint Safe Work Practices as covered in the EPA/HUD/DEQ Certified Renovator's RRP course.
- B. Contractor agrees that an owner or managing partner will be a Certified Renovator per HUD/EPA guidelines.
- C. Contractor agrees to have a minimum of two (2) field staff that will perform all hands on LBP work with or without the owner or managing partner on site.
- D. Contractor agrees to have a firm certificate on file with WIN from EPA or DEQ.

## **Section 106. 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 may 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
    - WIN staff researches the validity of the complaint
    - WIN staff observes the complaint(s) and determine if contractor is responsible for warranty work
    - WIN staff contacts contractor and provides a Warranty Work Order
    - Contractor shall contact owner for appointment to provide remedy for warranty item(s)
    - The Contractor is 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
    - WIN staff 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 the items listed in the Warranty Work Order 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's Legal Department's assistance.

## **Section 107. 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 Book Sample Pages:

### CONTRACTOR PROFILE

Company Name: BP Construction

Owner: Bob Painter

Address: 111 N Main St, Tulsa OK 74103

Telephone: 918.555.1212

#### Profile of Company

Number of years in business: 15 Years Number of employees: 5

Website: www.bpconstructiontulsa.com

#### Referrals:

Company/Name	Address	Telephone No.
1. Locke Supply	123 N Main	918.555.1234
2. Dr. Rusty Nail	1234 N Main	918.555.1235
3. Tulsa Housing Authority	1236 N Main	918.555.1236
4.		

#### Company Summary:

BP Construction, Inc. has been in the Tulsa, Oklahoma, area since 1999 transform their visions of a dream home into a reality. We're proud to s attention to detail, and unwavering standards for quality workmanship. stock of your needs, and share every helpful tip for planning your hom We have assembled the finest team of craftspeople available. You can stand behind its promise to warranty our work. Your investment deserv and structural integrity that only BP Construction, Inc. can provide. Whether you're building a conventionally framed home, a custom log I with log accents, BP Construction will help you transform your dream that you will enjoy, not just on vacation but every day

## BP Construction

In business since 1995  
918-555-1212

Kitchens  
Bathrooms  
Doors



Windows  
Siding  
Roofing

