

Section 01019
CONTRACT CONSIDERATIONS

PART 1 - GENERAL PROVISIONS

REFERENCES

1. Documents affecting work of this section include but are not necessarily limited to the General Conditions, the Supplementary General Conditions and the Technical Specifications and attached drawings.
2. Any standards or specifications published by trade associations, technical groups, or governmental agencies referenced in this document shall be considered to be incorporated in total herein.

EXAMINATION OF SITE:

1. Bidders are RECOMMENDED (but not required) to visit the job sites and become fully familiar with existing conditions. In the event of any discrepancy between the plans and specifications and existing conditions, the Contractor shall bring the items in question to the attention of the Niagara Falls Housing Authority for clarification prior to the date set for receipt of bids. By submitting a bid, the Contractor shall be understood to have examined the site and made proper allowances for existing conditions in his proposal. Bidders are encouraged (but not required) to attend a Pre-Bid Conference Walk Through as scheduled and noted on the bid form.
2. Any questions pertinent to the work prior to the bid date shall be in writing and directed to Kenneth Killian at telephone 716.298-4470 or fax number 716-298-4472.

REQUIREMENTS

1. It is the responsibility of the Contractor to coordinate the work of this contract with the NFHA, with the work of other NFHA contracts which may be proceeding simultaneously with this work or other contracts as the NFHA sees fit to award.
2. The NFHA and its representatives shall at all times have access to the work whenever it is in progress or completed.
3. The NFHA reserves the right to modify the scope of services in the event we determine the finished product does not meet acceptable quality standards. The contractor will be notified of this in writing.
4. The NFHA reserves the right to request the Contractor to provide a second crew to perform the duties in this specification if the amount of work necessitates.
5. The Contractor shall provide the necessary temporary cones, barricades, signs, etc. to protect his work and to maintain public safety and access to the site at all times.

WORKING TIMES:

1. All work (including start-up and clean-up type work is to performed during working hours which for this project, are 8:30 A.M. to 4:30 P.M. Monday through Friday. No work is allowed on Saturday, Sunday or NFHA holidays without prior written approval from the Niagara Falls Housing Authority. Niagara Falls Housing Authority holidays are: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Juneteenth Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day.

SCHEDULE:

1. All schedules will be coordinated through the Maintenance and Purchasing Facility 298-4470 by Kevin Janik, Director of Maintenance and Modernization. Contractor must size crew and equipment accordingly to complete all site work scheduled within the allotted time frame for any specific day.

TENANT CONCERNS:

1. Occupied units - The work of this Contract will take place in on a site with housing units/buildings that will be occupied during the work of this contract. Care shall be taken during the operations to assure that no damage occurs to Niagara Falls Housing Authority property or those of its residents. The Contractor shall be fully responsible for all damages caused by him or his work force.
2. Ingress and egress the building and entrances and exits from the site are to be open at all times.

3. UTILITIES:

1. Water: Available
2. Electricity: Available
3. Heating: Available
4. Telephone: The Contractor shall provide and pay for their own phone service and maintain such phone so that NFHA will be able to contact the Site Supervisor or Workers while on the worksite.

MEASUREMENTS:

1. Dimensions listed on the site plan are approximate and intended to give the bidders the proper work scope of the project.

LIQUIDATED DAMAGES:

1. Liquidated damages - The Contractor agrees that he shall be liable and shall pay to the NFHA, the sum of TWO HUNDRED DOLLARS (\$200.00) per calendar day, provided that the right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor including but not restricted to acts of God or the public enemy, including but not restricted to acts of the local authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of other contractors due to such causes.
2. Provided further that the Contractor shall immediately notify the NFHA the causes of any such delay. The NFHA shall ascertain the fact and the extent of the delay, and shall extend the time for completing the work when the findings of fact justify such extension.
3. No payment or compensation of any kind shall be made to the Contractor because of hindrance or delay from any cause in the progress of the work, whether such delay is avoidable or unavoidable and extension of the time will be granted only as provided above.
4. Liquidated damages are for negligence to perform the work as scheduled in a timely manner.

DAMAGE TO SITE/PROPERTY:

1. Any damage to grounds, windows, doors, sidewalks, grass, shrubs, trees, fencing, buildings, etc., resulting from work performed under this contract shall be the responsibility of the Contractor to repair or replace to its original condition and the expense shall be borne by the Contractor.
2. The Contractor shall be required to inspect the site and to inform the NFHA of any pre-existing damage or unusual conditions by contacting the Maintenance and Purchasing Facility at 298-4470. Failure to do so shall make the Contractor liable for such damage and the repair at his expense.
3. Any damage caused by the Contractor while on NFHA sites must be reported immediately to the NFHA at 298-4470 and the personnel/ equipment involved must remain on site until an accident report and if required a police report can be filled out. Report any questionable existing damage as required prior to start.

SUPERVISION:

1. The Contractor shall maintain adequate working supervision available on the job site during working hours from the commencement of the work until the completion thereof. This person shall act as the Contractor's representative, be responsible for compliance with the contract documents, and be authorized to make decisions on behalf of the Contractor.

WAGE DETERMINATION / CERTIFIED PAYROLLS:

1. This contract contains a wage determination which specifies the minimum rates of pay for specific job classifications.
2. All Contractors and Subcontractors are required to submit certified payrolls in compliance with this wage rate included in the contract.
3. Certified payrolls are required to ensure compliance with the wage rates under this contract. They are to be submitted on form WH-347. As some Contractors use computer generated payrolls you may staple this payroll to the form WH-347. However, the heading on the WH-347 form must be completed to indicate where fringe benefits are paid and the Contractor must certify (original signature) on the form.
 - a. Contract requires certified payrolls to be submitted on a weekly basis. One (1) copy of certified payroll is to be submitted to the Niagara Falls Housing Authority for each contractor (prime and sub) working on the project. Where a particular Contractor (subcontractor) may not work for a given period, weekly certified payrolls are to be submitted indicating "no work".
 - b. Certified payrolls must include the names, addresses of all employees working for that period. Only job classifications included on the wage rate are to be listed on the payrolls. If an employee works as more than one classification, the Contractor must indicate and pay the different wage rate. Also, apprentices must submit the appropriate paperwork indicating current status and % of rate to be paid from the applicable union. If additional job classifications are needed, please immediately review and advise.

NO CONTRACTOR PAYMENT WILL BE PROCESSED UNLESS PAYROLLS ARE CURRENT AND CORRECT FOR THE BILLING PERIOD.

SECTION 3 COMPLIANCE

- A. The low bidder, prior to award of contract and throughout the duration, must show compliance with Section 3 good faith effort requirements to notify local area low income residents and businesses of job opportunities. The Contractor is not required to hire, or keep employed, anyone who is not qualified or competent to do the work. After contract award, the Contractor must document training, hiring, or efforts to hire, area low income residents and/or businesses.

INDEMNIFICATION:

1. The Contractor shall indemnify and hold harmless the NFHA and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, is caused in whole or in part by any negligent act or omission of the Contractor, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

SECURITY:

1. The contractor shall be responsible for the security and safe operation of their equipment.

SALES TAX:

1. Materials purchased by the contractor which are to be physically incorporated in and become part of any building or improvement to real property of the Local Authority are exempt from all State and local sales and taxes.

INSURANCE:

1. General Commercial Liability - \$1,000,000
2. Automobile Liability - \$500,000
3. Workers Compensation for the State of New York
4. The Niagara Falls Housing Authority must be listed as certificate holder and additional insured.
5. All insurance certificates must have a thirty (30) day written cancellation notice.

PAYMENT:

1. Upon receipt of invoice, submitted to the NFHA, 2561 Seneca Avenue, Niagara Falls, NY 14305, the Authority has thirty (30) days to remit payment.
2. Invoice must be site specific and indicate the date the service was completed.
3. Payment upon concurrence that ALL work was performed satisfactorily.

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