

DIVISION 1 - GENERAL CONDITIONS

The following, known as "General Conditions," apply in full and equal force to every Contract or Subcontract, and are to be an inclusive part of every such Contract.

1.A. BIDDING PROCEDURE

Bids as received must be for the execution of the entire work as called for in the Bid Document forms provided. Each item is to be bid as a separate item, and the Rehab Specialist or designee reserves the right to delete any line item.

Each bidder will be supplied with two copies of the bid document, one for worksheet purposes, the other to be returned in neat, legible form. Bids shall be returned on the Bid Document form provided by the Department of Planning and Community Development totaled and signed by the contractor. Bids shall be returned to the Housing Rehabilitation Office in a sealed envelope clearly labeled as a bid and including the project name. Bids not received by the due date will not be accepted.

Each bidder shall thoroughly examine and familiarize themselves with the drawings and specifications, if applicable, and all other contract documents, including the Construction and Rehab Specifications, existing conditions, difficulties and restrictions involved with doing the work. The Contractor will not be relieved of his obligations because of his failure to do the above when contracted to do the work. The Contractor shall make arrangements with the Owner to do the inspection. Each bidder shall, upon discovery of any apparent error or omission in the bidding documents, notify the Rehab Office of such.

The Rehab Specialist or designee will consider alternates or suggested changes in the specifications, provided they accompany the bid on a separate sheet and are individually priced. Changes will only be considered if they improve the job. The Contractor shall not discuss proposed changes with the homeowner unless in the presence of the Rehab Specialist. All bids shall be good for 30 days. All sections of the general specifications, whether specifically cited on the bid sheet or not, shall apply to all work performed.

1.B. BID REJECTION

The Department of Planning and Community Development - Community Development Division of the City of Iowa City reserves the right to reject any and all bids, or any line item contained therein.

1.C. PERMITS AND INSPECTIONS

All permits or licenses necessary for the new construction or alterations to the structure must be obtained and paid for by the Contractor before starting work. Contractors and Subcontractors are responsible for obtaining any progress or final inspections from the Building Department. Failure to call for required inspections or proceeding without inspection may result in suspension from future bidding. A copy of all permits shall be publicly displayed at the job site for all interested parties concerned. The City of Iowa City Housing Rehabilitation Office has the right to inspect work in progress. These inspections need not be announced in advance.

1.D. APPLICABLE LAWS AND CODES

All materials and equipment herein specified shall be installed in conformance with the latest existing laws, ordinances and codes, latest edition, as adopted by the City of Iowa City. These include, but are not limited to, the Uniform Building Code, Iowa City Housing Code, Iowa City Flood Plain Ordinance, Chapter 120 of the Iowa Right-to-Know rules, as attached. However, the

Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings may apply if the structure to be rehabilitated is found to be eligible for the National Register of Historic Places. A copy of these standards are attached as Exhibit 2 in the Appendix. Contractors are responsible for following all applicable lead based paint regulations contained in this specification book and as supplied by the Rehab Office as part of a document.

1.E. LIABILITY

All Contractors shall carry adequate Liability Insurance, as stated in Exhibit "B" of the Contract, for damages and accidents that may result directly or indirectly from the performance of work as called for in this Contract; to either the building or the general public, or the surrounding property adjoining said premises, or to employees, laborers, mechanics, or other person. The Owner shall carry Hazard and Fire Insurance on the property, but this insurance does not cover damages to or loss of Contractor's tools, equipment, or materials stored on the property. The Contractor shall defend, indemnify and hold harmless the City and the Owner against any and all damages, injury, or accidents suffered and their claims thereof under this performance of this Contract or as a result of the storage of materials on the property.

Workman's Compensation

Workman's Compensation coverage is required by Iowa law to protect the Contractor and the Owner from liability or damage for injury to, or death of any of their employees, or other persons, resulting from any action or operation under this Contract or in connection with the work. This includes liability or damage which may arise by virtue of any statute or law in force or which may hereinafter be enacted.

1.F. NOTICE TO PROCEED

The Department of Planning and Community Development - Community Development Division of the City of Iowa City, in conjunction with the Owner, will issue a written Proceed to Work Order. No work shall commence until such notice is issued.

1.G. SAFETY

The Contractor shall exercise proper precaution at all times for the protection of persons and property, either on or off the site, from hazards which occur as a result of his prosecution of the work. The safety provisions of applicable laws, building construction codes, and OSHA regulations shall be observed. The Contractor shall take or cause to be taken such additional safety and health measures as the Community Development Division may determine to be reasonably necessary. The Contractor shall be familiar with and abide by all applicable OSHA standards and regulations, including those pertaining to Lead Based Paint.

1.H. CLEAN PREMISES

Each contractor and subcontractor shall endeavor to keep the premises clean and orderly during the course of the work. The Contractor shall leave the premises clean and orderly at the end of each workday. Immediately at the end of the work the Contractor shall remove his rubbish, refuse, and unused materials from the premises and street. Materials and equipment that have been removed and replaced as a part of the approved work shall belong to the Contractor, unless otherwise stipulated. The homeowner shall cooperate by maintaining an ordinarily clean and sanitary home.

1.I. CHECKING

All Contractors and all Subcontractors shall examine the work performed by all other Subcontractors to assure that the dimensions, locations, etc., of the execution of previous work is according to the Specifications and/or Drawings contained in the bid document before proceeding to perform his own portion of the work. Each Contractor and Subcontractor will be held responsible for the accuracy and quality of his portion of the work when completed.

1.J. LABOR AND MATERIAL

The Contractor shall furnish, at his expense, all materials, labor, equipment, etc., which may be necessary to the execution of the Contract. The materials used and installed shall be new unless specified otherwise. Salvage materials may be used with the approval of the owner and Rehab Office. All labor shall be performed by skilled and competent craftsmen in a workmanlike manner. The Department of Planning and Community Development of the City of Iowa City reserves the right to cause personnel to be removed from the job who are not performing their services in a workmanlike manner. Any and all unused materials, salvage or scraps, shall belong to the Contractor unless otherwise stated.

1.K. SUBSTITUTES AND AMENDMENTS

It is not the desire of the Department of Planning and Community Development of the City of Iowa City to exclude any products or materials of equal or greater merit to those specified herein. Trade names used are designed only to establish quality desired. Before any substitutions or amendments are made, the consent of the Rehab Specialist and homeowner must be obtained.

1.L. WARRANTIES AND WORKMANSHIP

The Contractor shall warrant his work against faulty materials or workmanship for a period of ONE YEAR and replace same at the direction of the Housing Rehabilitation Specialist at no cost to the Owner or City. The one-year period shall begin on the date of the final acceptance for the completed job by the Rehab Specialist or designee. The Contractor shall convey all manufacturers' warranties to the Owner.

The Contractor is to use skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the method needed for proper performance of the work of each section. Work shall be done to acceptable standards of workmanship for the crafts involved and in conformance with the manufacturer's recommendation.

1.M. INSTALLATION

All work and materials must be applied or installed in accordance with the applicable manufacturer's latest instructions and specifications. Any variations to the instructions or specifications must be called to the Rehabilitation Specialist's attention prior to application or installation. The Rehabilitation Specialist must approve any variation.

1.N. EXTRAS

The Contractor shall not enter separate agreements with Owners and/or Owner's Agents for additional work or materials greater than or less than the original Contract. The Contractors' and Subcontractors shall not offer suggestions to Owners regarding changes in the Specifications. Such suggestions will be offered directly to the Rehab Specialist or designee. Failure to comply may result in suspension from bidding.

1.O. UTILITIES

In occupied buildings, the Owners and/or Owner's Agents shall provide the Contractors with the services of water and electricity at no charge. During the cold weather season, the Owner and/or Owner's Agent shall provide and maintain adequate heating in work areas. Activating the above services in unoccupied buildings, unless otherwise specified, shall become the direct responsibility of the Owner and/or Owner's Agent during the course of the specified work. All incidental costs shall be borne by the Owner and/or Owner's Agent.

1.P. WORKING CONDITIONS

Where buildings to be remodeled are furnished and occupied by Owners or their tenants, the Contractors and Subcontractors shall make allowances in their bids for whatever inconvenience is incurred, i.e. working around furniture, adjusting working hours to accommodate Owner's or tenant's daily routines, etc. The Contractor shall cover all carpets and furniture in the work area with drop cloths. Passageways and hallways shall be kept clear of debris, lumber, or equipment. Materials shall be stored in a location approved by the owner. The Contractor shall be responsible for moving Owner's possessions, and the Owner shall cooperate.

1.Q. DAMAGE BY CONTRACTOR

The Contractor shall be responsible for repairs to any damaged areas surrounding the work areas that were caused by the Contractor or Subcontractors. Repair shall be to the satisfaction of the owner and Rehab Office.

1.R. NOTIFICATION OF START OF WORK

The Contractor shall give the Housing Rehabilitation Specialist and the Owner at least 24 hours notice of his intent to begin work.

1.S. CONFLICT BETWEEN GENERAL SPECIFICATIONS AND JOB SPECIFICATIONS

General specifications shall supersede the job specifications found in the Bid Document. In case of conflict, the job specifications shall supersede the drawings.

1.T. DISPUTES

Initial disputes, including problems over the terms of the contract, workmanship, contract amount and bid specifications, shall be resolved by the Housing Rehab Specialist or designee. Disputes that cannot be resolved in this manner will be referred to the Community Development Program Coordinator. The Contractor or the Owner shall be referred to the Housing Commission, appointed by the City Council, if the Community Development Program Coordinator is unable to resolve the dispute. The Commission's decision shall be reviewed by the Iowa City City Attorney's Office. The City Attorney shall make any changes needed to assure the decision of the committee conforms to all federal, state and local laws and ordinances. If the complainant is not satisfied, the complainant may appeal to the U.S. Department of Housing and Urban Development.

1.U. PAYMENT

Final payment shall not be made until all contracted items are completed, all disputes are settled and all final inspections are made. In case of disputes, final inspections will not be made until the disputes are settled.

1.V. SUBCONTRACTING

All subcontractors will be subject to approval by the Department of Planning and Community Development prior to the awarding of contracts. Subcontractors shall be required to show proper licensing and insurance. They shall also be required to show evidence of the ability to perform acceptable work. The General Contractor shall be responsible for the actions and workmanship of all Subcontractors provided by the General Contractor.

1.W. ALLOWANCES

1. Requirements

A. Applicable sections of the Construction and Rehab Specifications shall be used by the Contractor when providing allowances.

2. Material Allowances

A. Allowances shall include cost of product.

B. Allowances do not include preparation, installation, and finishes.

C. Allowances shall be itemized by the contractor on the Bid form.

D. Selections required by the Owner shall be made within 14 days of the start of construction. Selections shall be documented on the Bid Document with Owner's initials and date.

E. Sufficient options of color and style shall be provided to the Owner.

F. If selection of materials cannot be achieved within the 14-day time period, the Owner or Contractor should request assistance from the Rehab Specialist or designee.

G. The owner shall have the right to choose any model, color, or style within the allowed price.

3. Verification of Allowances

A. Contractor shall furnish itemized invoices on all expenditures covered under allowances to the Owner and the Rehabilitation Office.

1.X. BASIC DEFINITIONS

1. Addenda:

Addenda are written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents.

2. City's Representative:

The City's Representative is the City of Iowa City Housing Rehabilitation Specialist or designee, located in the Department of Planning and Community Development, whose responsibility is to provide administration of the Contract for construction.

3. Change Order:

A Change Order is a written or graphic instrument prepared by the Housing Rehabilitation Office and signed by the Owner, Contractor and Rehab Specialist stating their agreement to change the work, change the amount of the bid, or change the time of completion. No change shall proceed without a signed change order.

4. Construction Documents:

The Construction Documents consist of the Agreement between the Owner and the Contractor, Construction and Rehabilitation Specifications, Bid Document, Addenda, and Change Orders.

5. Contractor:
The Contractor is the person or entity with whom the Owner has entered into an agreement.
6. Final Acceptance:
Final acceptance will occur when all completed work is accepted and found to be satisfactory by the owner, Housing Rehabilitation Specialist, and Code Inspector if applicable.
7. Owner:
The Owner is the person or entity with whom the Contractor has entered into an agreement and for whom the work is to be provided.
8. Project:
The Project is the total Construction of which the work performed under the Construction Documents may be the whole or a part.
9. Subcontractor:
A Subcontractor is a person or entity who has a direct Contract with the Contractor to perform a portion of work on the Project.
10. Work:
The term Work means the construction, fixtures, equipment, and services required by the Construction Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The work may constitute the whole or a part of the Project.

1.Y. PROJECT CLOSE-OUT

1. Ground Repairs
 - A. All pavement or yards disturbed or damaged as a result of construction work under this Contract shall be repaired to the original or better condition.
2. Final Inspection
 - A. The Contractor shall notify the Housing Rehabilitation Office no less than five (5) days prior to the date of completion and Final Inspection. Final payment will not be made until the project has been fully accepted by the Owner and the Housing Rehabilitation Office.
3. Guarantees
 - A. The period of the guarantee shall commence with Final Acceptance of the work.
 - B. The Contractor will furnish a package containing all written guarantees, warranties, and certificates to the Owner at time of Final Completion.

1.Z. APPLICABLE STANDARDS

All work to be performed and materials to be supplied under this contract shall conform to the standards of the following professional societies:

1. Concrete work shall conform with the standards of American Concrete Institute (A.C.I.).

2. All masonry work shall be installed in accordance with the recommendations of the National Concrete Masonry Association.
3. Steel work shall conform to the standards and grading rules of American Steel Association.
4. Plywood shall conform to the standards and grading rules of American Plywood Association.
5. Lumber shall conform to the grading rules of the American Lumber Standards Committee.
6. Roof shingles shall carry an Underwriter's Laboratory Label for conformance to fire resistance standards, and shall conform to the standards of the Asphalt Roofing Manufacturer's Association.
7. Other materials shall meet the standards under the specification division as indicated.
8. All electrical work shall be installed in accordance with the requirements of the National Electrical Code, as adopted by the City of Iowa City.
9. All plumbing shall be installed in accordance with the National Plumbing Code, as adopted by the City of Iowa City.
10. All heating systems or parts thereof shall be installed in accordance with the recommendation of ASHRAE and the City of Iowa City Building Code.