



**NEW CONSTRUCTION
&
REHABILITATION
CONTRACTOR PROFILE
PACKAGE**

PREPARED BY:

NeighborWorks Toledo Region

Toledo, Ohio

CONTRACTOR POLICIES

Introduction

All contractors participating in housing construction and rehabilitation programs operated by NTR will adhere to these contractor policies detailed herein. NTR will develop specifications for each job to be bid. The contractor should review and examine the entire bid package before placing any bids on NTR jobs. This will prevent any misunderstandings that might arise as a result of miscommunication between the contractor and/or NTR. All bids must be originals typed or printed neatly in ink and submitted by the date and time specified to be accepted. All required submittals must be included for bids to be accepted.

1. Contractor Profile

- a. All contractors must complete a Contractor Profile and provide NeighborWorks Toledo Region (NTR) with supporting documentation requested in the profile. In order to participate as a contractor in NTR programs, contractors must provide the following information:
 - i. Completed Contractor Profile form (provided)*
 - ii. Contractor's License*
 - iii. Insurance naming Neighborhood Housing Services of Toledo, Inc. and its agent/agents as additional insured.*
 - iv. W-9*
 - v. Bureau of Worker's Compensation Certificate*
 - vi. City of Toledo Certificate of Tax Compliance*
 - vii. New Hire Reporting Form (if sole proprietor)*
- b. All contractors that have submitted required documentation and have an adequate track record as a contractor will be allowed to bid on NTR jobs in the manner described below. NTR reserves the right to award jobs directly to contractors for all work estimated to cost \$2,500.00 or less.
- c. From time-to-time this profile may be updated and additional information may be requested of the contractor. The contractor shall be required to promptly provide NTR with requested information.

2. Bid Process

- a. When bidding a job, NTR will send a bid package to at least three (3) contractors on a rotating basis. The bid package includes an invitation to bid, a copy of the Contractor Policies, a Contractor Profile form, Bid Instructions, job specifications, drawings, general conditions and any addendums or additional documents provided.
- b. Contractor submitting the lowest and most responsive bid will be asked to sign the contract. Prior performance on other jobs will be considered including the quality of work and meeting construction/rehab scheduled within the contract time agreement. These and other factors would cause the award of the contract to be detrimental to the interests

of NTR. In the event the low bid is unacceptable, NTR may offer the job to the second low bidder, the most responsive bid or rebid the job. All bids are available for review.

- c. Standard Contract Agreements will consist of specifications, drawings, general conditions and any addendums or additional documents provided in the job bid package.
- d. The number of job opportunities any contractor may receive will vary depending on the number of jobs that NTR has to complete and the number of contractors registered with NTR.
- e. In the event a contractor does not complete the work as specified in the contract, another contractor may be assigned to complete the work and all completion costs will be billed to the original contract.

3. Contractor Performance Standards

- a. Contractors will not be permitted to bid on or enter into construction agreements to perform work for NTR if the contractor fails to comply with one or more of the following Contractor Performance Standards:
 - i. Comply with all NTR, federal, state and local requirements and policies concerning contractors and work performed;
 - ii. Perform high quality work as judged by NTR and, when applicable, City of Toledo;
 - iii. Exhibit integrity by not being involved in the following actions, which include, but are not limited to: soliciting work by promising cash, gifts or additional work free of charge;
 - iv. Treat NTR clients and personnel with the utmost respect, courtesy and professionalism;
 - v. Regularly begin and complete jobs on time and on budget;
 - vi. Have only minor and limited complaints from homeowners;
 - vii. Promptly remedy warranty-related problems and complaints, both before and after the job has been completed;
 - viii. Refrain from making premature payment inspection requests;
 - ix. Promptly pay material suppliers, sub-contractors and employees in part and in full for materials provided of services rendered throughout and at the end of the job, respectively;
 - x. Promptly provide NTR with warranties, building permits and approved electrical, plumbing, gas mechanical, etc., certificates issued by the City of Toledo when requested by NTR prior to progress and final payments;
 - xi. Carry, without lapse, required licenses and insurance throughout a job;
 - xii. Promptly provide NTR with information and signed documents it requires and/or requests; and
 - xiii. Avoid discrimination on the basis of race, color, national origin, religion, creed, sex, age or handicap illegal as provided by applicable law.

4. Requesting Payments for Work Performed

- b. NTR will pay contractors as follows:
 - i. When work is 25% complete and performed satisfactorily as verified by NTR, less 10% retainage;
 - ii. When work is 50% complete and performed satisfactorily as verified by NTR, less 10% retainage;
 - iii. When work is 75% complete and performed satisfactorily as verified by NTR, less 10% retainage;
 - iv. When work is 100% complete and performed satisfactorily, remaining balance, less 10% retainage as verified by NTR; and
 - v. Balance of retainage funds released as final payment as set forth herein when the Work, including all punch list items, is accepted by NTR.

- c. The process of applying for a payment is as follows:
 - i. Contractor submits an invoice for work completed on a job.
 - ii. NTR may approve that the contractor be paid by issuing a Pay Request internally.
 - iii. Pay requests will only be processed if the Contractor Profile is current and accurate.
 - iv. Prior to releasing payment NTR/Inspector shall inspect the work performed and determine if the contractor has satisfactorily completed enough work to receive a payment. Field inspector and contractor will generally schedule inspections.
 - v. Contractors are encouraged to be present during progress payment inspections--and unless otherwise approved by NTR—both parties are required to be present for the final inspection.
 - vi. If after inspecting a job NTR determines that enough work has been satisfactorily completed to warrant a progress or final payment the contractor shall submit with a list of supportive documents to NTR before receiving payment. These documents may include, but are not limited to:
 - 1) Progress and final lien releases from Contractor, employees, sub-contractors and material suppliers;
 - 2) Copies of building permits and approved electrical, plumbing, mechanical, gas, etc., certificates from the City of Toledo;
 - 3) Warranties;
 - 4) Payment Invoice;
 - 5) Notices of Completion.
 - vii. If a payment is approved the payment will not exceed the scheduled payment amount shown in the Construction Agreement. A 10% retainage is accumulated and withheld throughout the job and is not released until final inspection and approval by NTR and/or upon receipt of a signed Notice of Completion when NTR requests the contractor to do so. Failing to do so can delay the release of the 10% retainage.

5. Inspections

- a. NTR Inspections: NTR will make inspections for payment requests, contract requirements, performance and timeliness.
- b. Change orders: All change order requests are subject to inspection and approval. Change orders may be needed to address unforeseen work, conditions spelled out in the contract for sale.

6. Warranty Work

All contractors must warrant their work for 1 year. Timely response to warranty calls is expected. **Unresolved warranty calls will result in elimination from the bid list.**

7. Suspension from Bidding

NTR reserves the right to suspend contractors from the bid list for poor workmanship, unprofessionalism, untimely completion of work, fraudulent behavior, failure to meet Contractor Performance Standards described herein, or for untimely response to warranty calls.

8. Conflicts

In the event that any part of this document conflicts with the contract or contract documents, the contract shall govern.

CONTRACTOR PROFILE

Firm Name

Tax ID Number

Owner's Name

Street/City/Zip Code

Phone

Email

Number of years in home remodeling/rehabilitation business? _____

Number of full time employees in last year? _____

Number of full time employees at present? _____

Are you registered with a 2-10 warranty program? _____

How many new residential houses have you constructed
in the past two years? _____

Primary Sub-Contractors and Material Supplier References:

Carpenter Name/ Address Phone

Electrician Name/ Address Phone

Plumber Name/ Address Phone

Heating Name/ Address Phone

Material Supplier (Lumber Yard/ Building Supplies) Phone

Material Supplier Name/ Address Phone

List three (3) references for which your firm has performed home remodeling and/or rehabilitation work for during the past year.

Name/ Address Phone

Name/Address Phone

Name/ Address Phone