

# The Mohawk Homestead

62 East Main Street

Mohawk, NY 13407

(315) 866-1841

## 2<sup>nd</sup> Floor Bathroom (B10) Renovation with Shower Expansion and Janitor's Sink Relocation Project

### RFP - Request for Proposals

#### Important Dates:

- **Mandatory Contractor Proposal/ Inspection Meetings – You must attend one to be considered. Monday August 8, 2016 7:30 AM or Wednesday August 10, 2015 at 7:30 AM.** Mandatory Project Open House inspection tours will be held on Monday August 8, 2016 at 7:30 A.M. and **Wednesday August 10, 2015 at 7:30 AM. You must attend one to be considered.** Project questions should be directed to Mr. Jeff Bello at 866-1841 during normal business hours (8:00AM-4:00PM M - F).
- **Tuesday August 30, 2016 12:00PM Deadline for Proposal Submission**  
Sealed Proposals must be mailed or hand delivered. Proposals must be received by 12.00 P.M. on Tuesday August 30, 2016 at the Mohawk Homestead 62 East Main Street Mohawk, New York 13407. Place Attention: Patty Schenberger, Sealed PROPOSAL in the lower left corner of the sealed mailing envelope.

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<b><i>Please submit section 4 (pages 20 &amp; 21) only in your sealed bid.</i></b>	

Introduction & Invitation:

**The Mohawk Homestead is soliciting Proposals for the renovation/repair of a second floor bathroom (B10) to include expanding into part of the adjoining janitor's closet to add a 5' fiberglass walk-in shower. Also as part of this project is the relocation of one existing janitor sink to the remaining portion of that closet and the elimination of one hot water radiator in same closet.**

Proposals will be solicited by invitation from a list of contractors obtained from various sources. Proposal documents will be available for pickup at the Mohawk Homestead 62 East Main Street Mohawk, New York 13407 during normal business hours (8:00AM-4:00PM M-F). In order to accommodate contractor's busy schedules, a scheduled Project Open House inspection tours will be held on Monday August 8, 2016 at 7:30 AM and Wednesday August 10, 2016 at 7:30 AM at the Mohawk Homestead, 62 East Main Street Mohawk, N.Y. Contractors are required to send a representative to the inspection tour scheduled for this job on which the Contractor proposes to bid. This is a MANDATORY pre-Proposal Open House meeting. **You must attend one to be considered.**

Proposals received from contractors barred from participation in federally assisted or state assisted projects will be rejected. All Proposals must be prepared and submitted in accordance with the instructions to contractors.

Interested parties are to return their sealed proposal either by mail or hand-carry their sealed Proposal to The Mohawk Homestead 62 East Main Street Mohawk, New York 13407. **Place Attention: Patty Schenberger, Sealed PROPOSAL** in the lower left corner of the sealed mailing envelope.

**Proposals must be received by 12.00 p.m. on Tuesday August 30, 2016 at the Mohawk Homestead 62 East Main Street Mohawk, New York 13407.**

Proposals will be opened at the convenience of the Mohawk Homestead Board of Directors. Proposal results will be released within 10 business day to all submitting contractors. The Mohawk Homestead is an equal opportunity employer.

## Section 2

### Project Details

The Mohawk Homestead 62 East Main Street Mohawk, NY 13407 315.866.1841 is **soliciting proposals for the renovation/repair of a second floor bathroom (B10) to include expanding into part of the adjoining janitor's closet to add a 5' fiberglass walk-in shower. Also as part of this project is the relocation of one existing janitor sink to the remaining portion of that closet and the elimination of one hot water radiator in same closet.**

#### I. GENERAL Information:

1. Work Included: The Contractor shall provide all materials, labor and equipment necessary to repair and renovate bathroom B10 and to expand that bathroom to include a walk-in shower by annexing the adjoining janitor's closet providing a complete and usable bathroom ready to occupy and use in accordance with the minimum standards as set forth in this scope of work.
2. Performance of Work: All work shall be performed in accordance with these General Paragraphs and the attached detailed specifications for all work as stated in this scope of work. In addition, all work must be done with the safety of our residents in mind by following the Mohawk Homestead's resident safety plan. This plan is available at the Homestead for review.
3. Contract Completion Time: The Contractor shall complete all work and cleanup within the specified time limits established in the contract.
4. Coordination: The Contractor shall notify the Mohawk Homestead Chief Administrator, Patty Shenberger (315-866-1841), two working days (48 hours) prior to beginning construction so as to schedule project related work by the Mohawk Homestead personnel.
5. Code Compliance: All work shall be in accordance with applicable Federal, State, and local laws and the most recent ICC Codes, as applicable.
6. Excavation Permit: If required for this project, any excavation shall be coordinated with all utilities so as to avoid disturbing or destroying utility service lines. The Contractor must verify the location of all utilities prior to commencement of any excavation activities. The Contractor is responsible for all coordination and any liabilities associated with excavation.
7. Dumping: All trash and rubbish shall be discarded off-site in an approved and lawful manner. Unless otherwise stated, all material scheduled for removal or disposal becomes the property of the Contractor. Burning or burying of rubbish on-site or otherwise is prohibited.
8. Products: All materials shall be of best quality for purpose intended and shall be manufactured by companies that regularly engage in the manufacturing of the product specified.
9. Workmanship: All work shall be performed by skilled craftsman that are regularly engaged in work to be performed and shall be at the Journeyman level or directly supervised by a Journeyman.
10. Craftsmanship: All work shall be crafted in a professional manner. No drips, flaws, or second rate work will be accepted. If craftsmanship is lacking, the Contractor shall correct the deficiencies at no additional cost to the Mohawk Homestead.
11. Cleaning: After completion of all renovation, remodel and reposition of all furniture. HEPA vacuum all visible surfaces in the dwelling including clothing, furniture, walls, floors and ceilings. Wet wipe all surfaces with lead specific detergent or equivalent and rinse. After surface is dry, HEPA vacuum all visible surfaces except ceiling. All work to be done per HUD and State of New York requirements. Submit disposal manifest with final invoice as required.

12. Rebates and Discounts: Any and all rebates or discounts available on products used in this project shall be issued to the Mohawk Homestead.

## II. DETAILED Information

### Bathroom FLOOR

1. Utilities: Contractor to disconnect water, sewer, electrical, plumbing fixtures, appliances, etc. as required to repair floor structure.
2. Structure: Remove and replace rotten, insect damaged, or structurally inadequate floor framing members as required to level floor. Provide and install additional joists, girders, concrete pier pads, piers, etc. as required to provide adequate strength (40# live load) for the floor. All wood within 8" of ground to be treated lumber.
3. Floor: Remove existing floor covering and trim and replace with Allure "Red Rock" Floating vinyl flooring. Allure floating flooring will be provided by the homestead therefore **the cost of the flooring material should not be part of this bid**. Installation shall be in accordance with manufacturer's recommendations inclusive of floor preparation. Pattern to properly match with all seams parallel (individual room). Caulk wall/floor joint to eliminate air & water infiltration. Install 2 ½" wood base molding or rubber molding throughout. Molding shall be stained/painted to match wall covering and as approved by the Mohawk Homestead.
4. Reconnect: Reconnect all water, sewer, electrical, appliances, etc.

### Bathroom WALLS & CEILING

Remove existing wallboard FROM ALL DETERIORATED WALLS DOWN TO STUDS. Examine all existing wiring & plumbing that could remain and replace if necessary. All new walls will consist of new 8' moisture resistant 0.5" drywall with 4' Wainscot plank paneling over the drywall on lower half of wall to match other recently renovated bathroom. (Please refer to [www.royalbuildingproducts.com](http://www.royalbuildingproducts.com) for details on this product). This product is available from Lowes Home Improvement. All corners/edges will be finished and trimmed with appropriate moldings.

Remove the wall between existing bathroom (B10) and adjacent janitor's closet to create a 36" (minimum) opening allowing for easy access to shower. Install a partial wall, if necessary, between the relocated sink and the shower unit. See Figure 1.

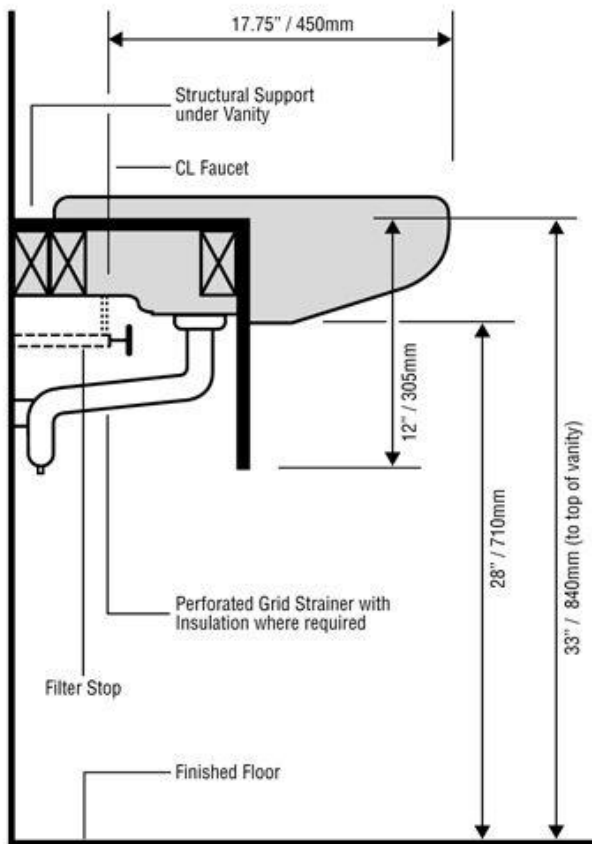
Repair & paint existing ceiling or replace bathroom ceiling with a 2'x2' white drop ceiling to a maximum uniform height.

1. Surface Preparation: Clean and prepare the surfaces to be painted. Chip and scrape all loose paint and clean according to paint manufacturer's instructions all remaining trim, moldings, etc.
2. Interior Primer: Acrylic primer shall be used to prime all bare wood. Brush and/or roller application is required (no spraying). Metal primer shall be rust inhibiting type.
3. Interior Finish Coats: If not providing a new drop ceiling, paint ceiling and all walls & trim with two coats of 100% acrylic latex moisture/mold resistant paint. Apply color specified by the Mohawk Homestead. Flat or semi-gloss finish. Paint shall have a 10-year warranty.
4. Application: Application shall be such that drips, spatters, flaws, streaking, shadowing or other types of inferior workmanship does not occur.

5. Submittal: Submit paint specifications and color samples for selection and approval by the Homestead Board or its representative.

In order to maximize access to the shower area, the sink and toilet will be swapped with the toilet being moved to where the sink is currently located and the sink being moved to where the toilet is currently located. This will allow for wider, easier, and safer access to the shower.

### Bathroom Sink



1. **Reuse the existing sink.** Reinstall so as to be wheelchair accessible. **Install new faucet** similar to faucets used in other bathrooms on second floor.

2. Electrical Outlet: Install one AFCI, GFCI or both (determined by contractor) electrical outlet within 3 feet of the edge of the sink. See item "Electrical" below.

3. Accessories: Install a recessed chrome toilet paper holder. Install a chrome metal shower rod for shower curtain. Rod to be plumb with outside of SHOWER STALL. All accessories to be anchored in stud walls or with hollow wall anchors. All grab bars to be anchored in stud walls.

4. Mirror: Install a new standard bathroom wall mirror no less than 2' wide and no less than 3' high no less than 6 inches above sink and no more than 9 inches above the sink. The new mirror will be selected and purchased by the Homestead. Therefore, **the cost of the vanity mirror should not be part of this bid.**

5. Vanity Light: Install a new vanity light with no less than the equivalent of three sixty watt bulbs directly over the mirror that provides ample light when at sink. The new vanity light will be selected and purchased by the Homestead. Therefore, **the cost of the vanity light should not be part of this bid.**

8. Submittal: Submit specifications, manufacturer's installation instructions, and color samples for selection and approval by the Homestead Board or its representative PRIOR TO PURCHASE.

9. Reinstall existing paper cup holder on wall near sink

10. Reinstall existing paper towel dispenser on wall near sink

### Bathroom & Janitor's Closet PLUMBING

1. Water Service: All corroded, compressed, or damaged supply lines shall be removed. Replace with new supply lines. All new supply lines shall be copper, CPVC, (or other materials conforming to state codes). All plumbing shall be adequately secured. Supply water line to be 3/4", branch lines to be 1/2".

2. Fixtures: All damaged, corroded, dripping or inadequate plumbing fixtures and appliances shall be replaced as specified in the RFP. Contractor to submit specifications of new fixtures to Mohawk Homestead for selection and approval.

3. Drain, Waste, Vent (DWV) Lines: Replace all inadequate, corroded, or damaged DWV lines. New DWV lines shall be Schedule 40 PVC or other material approved by code. All penetrations (if required) through the roof to be with integral flashing. (do not use tar or caulk instead of flashing).
4. Certification: All work shall be performed by a licensed contractor in accordance with New York State codes and must pass all local inspection requirements.

### Bathroom WATER CLOSET (Toilet)



1. As specified, **move & replace the water closet** with new medium grade Kohler or equal, color white toilet including removal and reconstruction of walls and associated work as necessary to meet the following requirements:

(a) Clear floor space at the water closet shall be as shown in Figures 1&2 as close to the back wall as possible with adequate clearance to the left and right of the toilet to accommodate a handicapped toilet rail similar to the one pictured to the left. The Homestead will provide the handicapped toilet rail and it should not be part of this sealed proposal.

(b) The height of the water closet shall be at least 17 inches and no more than 19 inches, measured to the top of the toilet seat. **The**

**recessed toilet paper dispenser shall be mounted at a minimum height of 19 inches.**

2. Submittal: Submit specifications, manufacturer's installation instructions, and color samples for selection and approval prior to installation.

### Bathroom SHOWER

Shower. As specified in the RFP, **provide a NEW shower unit** with the following features:

- a) Size and clearances. Medium grade FIBERGLASS Shower stall size and clear floor space shall be similar to Figure 1. The shower stall in Figure 1 will fit into the same space as a standard 60 inches long bathtub and must accommodate a person weighing up to 250 pounds.
- b) Grab bars. Structural reinforcement or other provisions that will allow installation of grab bars shall be provided in the locations shown in Figures 1,2. Grab bars shall be installed as shown in Figure 1,2 and shall comply with 4.26 of UFAS.



- c) Controls. Faucets and other controls shall be located as shown in Figure 1 and shall comply with 4.27.4 of UFAS.
- d) Shower unit. **A shower spray unit with a hose at least 60 inches long that can be used as a fixed shower head at various heights or as a hand-held shower shall be provided.**
- e) Shower Enclosures. Enclosures for shower stall shall not obstruct controls or transfer from wheelchairs onto a portable shower seat. Enclosures on shower shall not have tracks mounted on their rims.
- f) Install shower rod to accommodate a shower curtain.

#### Shower Grab Bars

According to most national and local building codes, grab bars must be installed to sustain **250 pounds** of dead load force. For more in-depth information on this topic, please refer to the meeting notes from the Grab Bar Safety Working Group and the Grab Bar Fastener Test Results from the Eastern Paralyzed Veterans Association (EPVA).

- g) **Reinforced 18" – 36" textured finish vertical shower grab bar right at the front entrance to the shower located no more than 6" from the edge of the outside tub wall, with the bottom of the grab bar approximately 32" to 36" above the floor.** (A textured finish is recommended for a vertical grab bar as the hand may have a tendency to slip while wet).
- h) **Reinforced Longer Shower Side wall** – a 36" long horizontal grab bar approximately 36" above the floor of the shower running from front to back along the shower side wall.

#### Bathroom HEATING

Currently the janitor closet is heated by a cast iron hot water radiator. **This radiator must be removed** to make room for this expansion. **Replace the radiator** with a small thermostatically controlled electric in-wall heater of adequate size and capacity. Refer to figure 1 for heater placement. See other bathrooms for similar model.

#### Bathroom LIGHTS & EXHAUST FAN

##### 1. Ceiling Can Night light

A 40W equivalent LED ceiling light located near the center of the bathroom will serve as a night light for the bathroom. This light will be hard wired on all the time.

##### 2. Ceiling can light and vanity lights

There will be one centered can ceiling light in this expanded bathroom wired to code.

##### 3. Shower Light

One sealed ceiling light located in the center of the shower ceiling controlled by a wall switch located on the inside wall near the door wired to code.

##### 4. Exhaust Fan

Remove the existing exhaust fan(s) in bathroom.

Install according to code, one new 100 cfm exhaust fan in this bathroom with discharge duct to the exterior equipped with a backdraft damper.

**Note:** Centered Can Ceiling light, vanity lights & exhaust fan will be controlled by a motion sensor equipped with a manual override to be located on the inside wall near the door.  
Bathroom will be on a AFCI, GFCI or both (determined by contractor) circuit.

### **Bathroom DOORS**

1. Relocate and replace the door to the janitor's closet with a door of appropriate size using standard building practices. Finish wall inside as described under "Wall Preparation" section above. Finish outside wall (Hallway) using ½" drywall finished to match or complement the existing hallway. See Figures 1 & 2.
2. Replace the existing door to the bathroom with a new 36" solid raised six panel wood door painted to complement hallway on outside and bathroom color(s) inside. See Figures 1 & 2.

### **Bathroom EMERGENCY CALL BUTTON**

The existing emergency call button must be relocated near the relocated toilet providing easy access. See Figures 1&2.

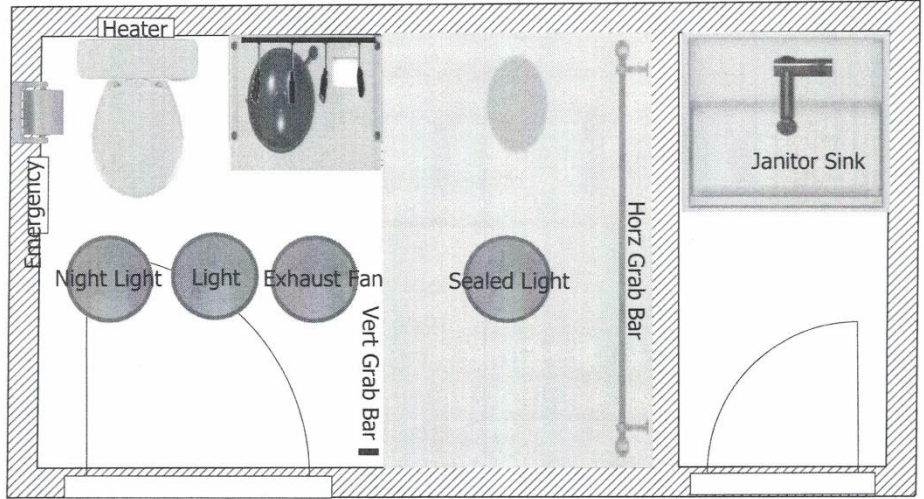
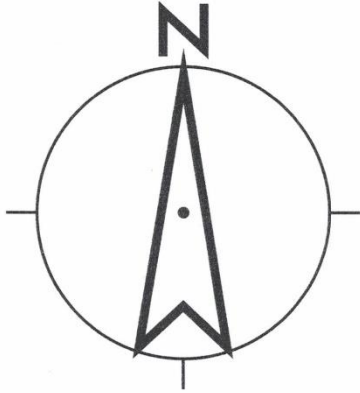
### **Bathroom ELECTRICAL**

Electrical requirements have been described above. The contractor will determine where **AFCI, GFCI or both AFCI and GFCI protection is required and install the required equipment.**

**All electrical work must pass inspection by the town codes officer. The contractor will arrange for and schedule inspections as required.**

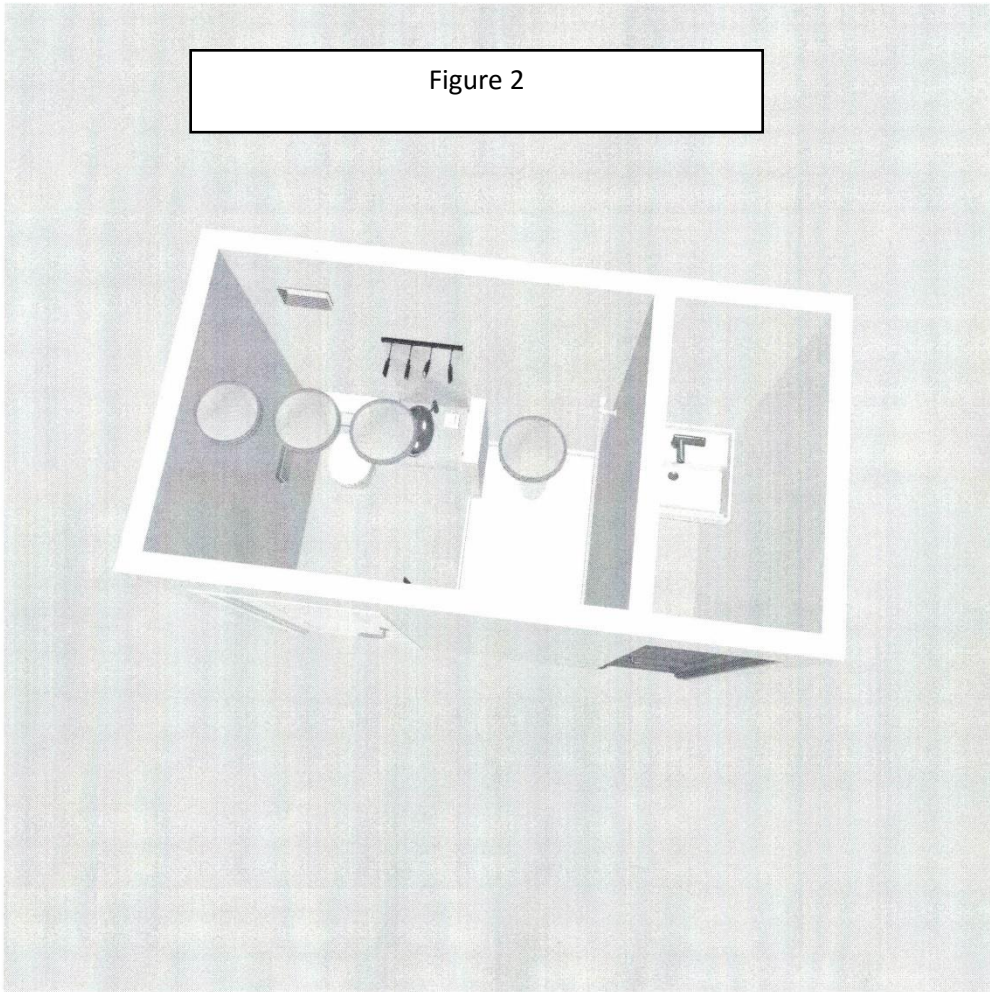


Figure 1



Subject to change

Figure 2



Subject to change

### **Relocated Janitor's Sink**

Relocate the existing janitor's sink to the remaining portion of the original janitor's closet if space permits otherwise purchase an appropriately sized Janitor's sink for this reduced closet.

1. Water Service: Provide with new supply lines. All new supply lines shall be copper, CPVC, (or other materials conforming to state codes). All plumbing shall be adequately secured. Hot and Cold supply water lines to be ½" or equivalent.
2. Fixtures: All damaged, corroded, dripping or inadequate plumbing fixtures and appliances shall be replaced as specified in the RFP. Contractor to submit specifications of new fixtures to Mohawk Homestead for selection and approval.
3. Drain, Waste, Vent (DWV) Lines: Install new DWV lines. New DWV lines shall be Schedule 40 PVC or other material approved by code. All penetrations (if required) through the roof to be with integral flashing. (do not use tar or caulk instead of flashing).
4. Walls & Floor: Due to required new plumbing for this relocated sink, if required, replace walls and or floor with similar.
5. Certification: All work shall be performed by a licensed contractor in accordance with New York State codes and must pass all local inspection requirements.

## Section 3

### Required Notifications & Contract

Notification to all required regulatory agencies, inclusive of the Village of Mohawk / Town of German Flatts Building Inspection Services.

### Proposals

The Proposals should be legibly written and printed on the form provided in this contract document. Alteration in the Proposal form will not be permitted. No alteration in any part of the Proposal shall be made after the Proposal has been submitted. The contractor must supply a cost on their proposal for each item. If an item is no cost, the words, "No Charge" shall be written in the appropriate space. All addenda to the contract shall be acknowledged in the Proposal when submitted. Contractor cannot withdraw proposal for 30 business days after Proposal date submittal.

Proposals must be upon the specifications for the work bid.

### Signature of Contractor

Each contractor shall sign his/her Proposal using their usual signature and giving the contractors full business name and address. Proposals by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or authorized representatives. Proposals by corporations shall be signed with the name of the corporation, signature and designation of the president, or another person authorized to Proposal for the corporation. Anyone signing a Proposal must be legally authorized to do so by his or her company/companies.

### Acceptance and Rejection of Proposals

The MOHAWK HOMESTEAD reserves the right to accept the lowest bid, and or consider alternatives, and to reject any and all Proposals. They also have to right to waive irregularities or informalities in any of the Proposals and/or Proposals.

### Award of Contract

The Mohawk Homestead will award the contract and notify the contractor of award after review and approval. Only at the time appointed by the Mohawk Homestead will the Proposals be opened and reviewed.

### Time of Completion

The time of completion is essential part of this contract. It will be necessary for each contractor to satisfy the CONTRACTOR's submitted time frame for the renovation. The included calendar must be filled out and is part of the Proposal document. **All work must be completed within 30 DAYS of PROJECT START DATE** unless otherwise approved by the Mohawk Homestead Board of Directors.

### Site Walk Through

Contractors must attend one of the mandatory pre-Proposal conference tours either on Monday August 8, 2016 at 7:30 AM or Wednesday August 10, 2015 at 7:30 AM. The pre-Proposal meeting will be held at the Mohawk Homestead 62 East Main Street Mohawk, New York 13407. Each contractor should familiarize themselves with the project and scope of work at this time/date.

## Interpretation of Bidding Information

If any person who contemplates submitting a Proposal is in doubt as to the true meaning of the specifications or other Proposal documents, they may submit to the Mohawk Homestead a written request for an interpretation OR by contacting Mr. Jeff Bello at 866-1841 during normal business hours (8:00AM-4:00PM M-F). This must be done within the bidding Proposal time frame.

## Reference Project Drawings

All drawings with in this document are to be used as a reference. The contractor shall check and verify all dimensions, and shall assume full responsibility for the accuracy thereof. The Mohawk Homestead has included drawings in this document to clarify the design for the project only.

## Guarantees, Warranties and Bonds

The Contractor shall guarantee all work under this contract for a period of one (1) year from the date of completion. The Contractor shall leave the work/site in perfect order at completion and the final certificate of payment order at completion. The final certificate of payment shall not relieve him of the responsibility for negligence, faulty materials or workmanship, and upon written notice he shall remedy any defects or workmanship that may appear during the time mentioned and pay all expense due.

## Insurance and "Hazard Insurance Occurrence"

The successful Contractor shall secure and keep in force during the life of the contract Insurance in the kinds and amounts as outlined in the Insurance Requirements of this document. This shall be delivered to the Mohawk Homestead within ten (10) days after notice to proceed has been granted. Contractor shall have General Contractor Liability Insurance of at least \$500,000 per awarded project. Contractor shall have ability to co-insure the Mohawk Homestead.

## Competency of Contractors

The MOHAWK HOMESTEAD will not award a contract to a contractor who does not furnish upon request satisfactory evidence that they have necessary ability and experience in work of this nature, and necessary financial resources, facilities and plan to enable him to execute and complete the work within the time required by the contract. Only Proposals from contractors who have satisfied the Mohawk Homestead pre-qualification requirements will be considered.

## Subcontractors

The MOHAWK HOMESTEAD reserves the right to approve all subcontractors used under this contract arrangement. Upon request, the subcontractor may be asked to furnish satisfactory evidence as to his ability, experience, and financial resources.

## Utilities

Connection to any water and electricity shall be coordinated with and approved by the MOHAWK HOMESTEAD. The hookup of any item of equipment either for test purposes or for use in construction shall be borne by the contractor. The cost of the water and electricity shall be borne by the MOHAWK HOMESTEAD.

## Site Clean up

Once the contractor is completed with the site work, he shall remove all building materials, construction materials and rubbish resulting from work on the site.

## Inspections

The village/town's representative shall be authorized to call to the attention of the contractor, any failure of the work or materials to conform to the provisions of this contract. The village/town's Representative/Consultant shall have the authority to call a Stop Work Order, till the issue is resolved. Any/all time and expense will be the responsibility of the contractor.

The contractor must provide continuing access to various parts of the building by authorized individuals. All scheduling is to be worked out with the City's Representative.

## General Conditions

1. Each Proposal for the project shall be opened at the date and time specified in the Instructions to Contractors which the Mohawk Homestead may accept for a thirty (30) day period from said date and time.
2. The Contractor is obligated to provide verification of the required insurance (General Contractor Liability) within ten (10) days of the date of the Proposal opening. If such action does not occur within 10 days, the Proposal submitted by the CONTRACTOR will be considered null and void at the discretion of the MOHAWK HOMESTEAD and the contract award to the next successful contractor.
3. The CONTRACTOR shall commence work according to the proposed schedule in the Proposal offered and after issuance of the Proceed Order.
4. The CONTRACTOR shall satisfactorily complete all work, and receive a satisfactory lead clearance within a total of 30 proposed days.
5. The CONTRACTOR shall utilize Lead RRP Procedures in completing all work.
6. The MOHAWK HOMESTEAD is responsible for allowing the contractor access to work areas and if possible removing personal items or property from the residence prior to construction commencing. The MOHAWK HOMESTEAD must allow contractor access to residence during the proposed work dates during normal business hours of 7 a.m. to 5 p.m., Monday through Friday. If an alternative work schedule is agreed upon, it must be signed by both the MOHAWK HOMESTEAD and Contractor and submitted to Chariton Valley Planning & Development Council's representative.

The contractor will be assessed a penalty through the project for the cost of lost days of occupancy of the Mohawk Homestead. This penalty will be based on the "over-run" days after the proposed work shifts have been exhausted based on each area.

The Contractor will be assessed a penalty through the Mohawk Homestead for the cost of additional lost services incurred by the MOHAWK HOMESTEAD. The monetary sum will be based on a cost of **\$25.00** per day. The contractor will be responsible for all expenses incurred by the Mohawk Homestead if the contractor fails to begin the project beyond the scheduled start date and for all expenses incurred by the Mohawk Homestead if the work is suspended actions within the Contractor's control.

8. PROGRESS PAYMENTS. 50% up front to include the cost of materials, remaining 50% upon satisfactory completion of the project.

No payment for the withheld portion of the progress payment shall be disbursed until all required lien waivers and manufacturer's warranties have been delivered by the CONTRACTOR to the MOHAWK HOMESTEAD, and the MOHAWK HOMESTEAD has inspected, approved, and verified the completed work claim. No payments will be made for materials not properly installed.

Final payment to the contractor shall not be made until the Mohawk Homestead agrees that the terms of the contract have been completed, and a satisfactory Lead Clearance Test has been completed by a Certified

Lead Inspector, which agreement shall not be unreasonably withheld by the Mohawk Homestead as determined by the MOHAWK HOMESTEAD.

9. Measurements stated in the Project Specifications are only approximate. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications will be completely provided for. The intent of the Project Specifications is to serve as guidelines and any omissions in the description of the workmanship does not relieve the CONTRACTOR of delivering a completed project in a workmanlike manner, in accordance with generally accepted practices.

10. The CONTRACTOR shall be required and agrees to: a. Furnish evidence of the following minimum insurance which provides coverage to the CONTRACTOR, the MOHAWK HOMESTEAD for all claims resulting in injury to the CONTRACTOR, the CONTRACTOR'S employees and subcontractors, the general public, the MOHAWK HOMESTEAD, and for all claims for destruction of or damage to property:

1. Bodily Injury Property Damage Independent Contractors \$1,000,000/\$2,000,000  
\$1,000,000/\$2,000,000

2. Workmen's Compensation: The CONTRACTOR shall submit a Certificate of Coverage to the MOHAWK HOMESTEAD for approval. No cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, and must be presented to the MOHAWK HOMESTEAD ten (10) days prior to any such alteration. If coverage is due to expire during the contract period, a new Certification of Coverage shall be presented to the MOHAWK HOMESTEAD.

- a) The CONTRACTOR shall utilize New York State Safe Work Practices in all aspects of the project.
- b) The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.
- c) The CONTRACTOR shall perform all work in accordance with the Project Specifications. Where the Project Specifications are silent or ambiguous, the more stringent interpretation shall apply.
- d) During the performance of this Contract, the CONTRACTOR agrees as follows:

1. He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. He/she will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin 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. He/she further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. He/she shall, 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 or disability.

3. He/she will include the provisions of items 11. (e)(1) – (3) in every subcontract or purchase, so that such provisions shall be binding upon each subcontractor or vendor. He/she shall further take such action with respect to any subcontract or purchase order as the MOHAWK HOMESTEAD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor may request the MOHAWK HOMESTEAD to enter into such litigation to protect the interest of the MOHAWK HOMESTEAD.

- e) He/she shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that are removed and replaced as

part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the MOHAWK HOMESTEAD.

- f) He/she shall not assign or modify this Contract without written consent from the MOHAWK HOMESTEAD and the MOHAWK HOMESTEAD. Such a request shall be made in writing and shall be addressed to the MOHAWK HOMESTEAD.
- g) He/she shall guarantee the work performed for a minimum of one (1) year from the date of final acceptance, except where longer warranties are specified in the Rehabilitation Specifications. He/she shall furnish the MOHAWK HOMESTEAD, in care of the MOHAWK HOMESTEAD all manufacturer's and supplier's written guarantee and warranties covering materials and equipment furnished under this contract.
- h) He/she shall permit the Mohawk Homestead to examine and inspect the work on a continuing basis.

11. The MOHAWK HOMESTEAD will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture. As required and upon request by the CONTRACTOR, the MOHAWK HOMESTEAD shall also make choices of shingle colors, paint colors, floor coverings, etc. (under allowance prices), in a timely manner so as to not hinder the progress of the work.

12. The CONTRACTOR will defend, indemnify, and hold harmless the MOHAWK HOMESTEAD, the MOHAWK HOMESTEAD and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.

13. The CONTRACTOR shall protect, defend, and indemnify the MOHAWK HOMESTEAD from any claims for unpaid work, labor, or materials. Final payment shall not be due the CONTRACTOR until he/she has delivered to the MOHAWK HOMESTEAD complete release of all liens arising out of this Contract covering all labor and materials from which a lien could be filed, or a bond satisfactory to the MOHAWK HOMESTEAD, and the MOHAWK HOMESTEAD, all to the satisfaction of the MOHAWK HOMESTEAD.

14. No modifications of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the MOHAWK HOMESTEAD, and approved by the Mohawk Homestead Board of Directors. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.

15. No public official, employee, or board or commission member of the Mohawk Homestead shall have any interest, direct or indirect, in this Contract.

16. This Contract includes the Proposal Documents and Contractor's Response Documents, Drawings and all Addenda issued prior to, and all Change Orders issued after, execution of the Contract.

17. Disputes or claims pertaining to the Project Specifications, or workmanship will be mediated by the Mohawk Homestead Building Committee and the contractor.

18. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the MOHAWK HOMESTEAD may, after seven (7) days written notice from the Mohawk Homestead to the CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the Mohawk Homestead. The Mohawk Homestead reserves the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and workmanlike manner with a minimum of inconvenience to the MOHAWK HOMESTEAD. Such actions may be explicit or implicit and include, but are not necessarily limited to:



- a. Failure by the CONTRACTOR to keep scheduled appointments with the MOHAWK HOMESTEAD
- b. Flagrant disregard by the CONTRACTOR of the rights of the MOHAWK HOMESTEAD under this Contract, including the misrepresentation of any provision of the Project Specifications.
- c. Consistent production of unacceptable work by the CONTRACTOR.

The and MOHAWK HOMESTEAD shall be the interpreter of the conditions of termination of this Contract and the sole judge of its performance. The MOHAWK HOMESTEAD shall further provide the CONTRACTOR seven (7) days written notice of termination and the CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.

19. Neither the final payment nor any provision of this Contract, nor partial or entire use of occupancy of the premises by the MOHAWK HOMESTEAD shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly remedy and defects in the work performed hereunder, and pay for any damage to other work resulting therefrom, which may appear within a period of one (1) year from the date of final acceptance of the work. The MOHAWK HOMESTEAD shall give prompt written notice of observed defects in materials or workmanship to the CONTRACTOR. The Mohawk Homestead will be responsible to insure warranty items are completed within the one (1) year period; however, Mohawk Homestead will not be responsible for any further costs after close-out of project and will not be responsible to remedy and defects which may appear after the warranty period expires. The Mohawk Homestead will not be responsible for maintenance items during the course of the work.

20. Nothing contained herein shall establish the Mohawk Homestead in this Contract as other than a grantor or lender of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the community in general and the Mohawk Homestead in particular.

21. Prior to executing this Contract, the CONTRACTOR certifies that he/she has thoroughly inspected the premises and has determined the conditions of occupancy, availability or temporary utilities, identified any hazards or special conditions that might arise during the course of the work. If water, electricity or telephone service is connected to the premises at the time this Contract is executed, the MOHAWK HOMESTEAD shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only. The MOHAWK HOMESTEAD shall not under any instance become involved in a dispute between the MOHAWK HOMESTEAD and the CONTRACTOR arising from work performed outside this Contract. The CONTRACTOR and MOHAWK HOMESTEAD agree that no work that is not listed in the project specifications shall commence until the project specifications have been satisfactorily completed and approved by the MOHAWK HOMESTEAD.

22. Should serious structural deficiencies and/or building code violations be found during the course of the work, and such deficiencies are such that they would not be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type or work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the MOHAWK HOMESTEAD and CONTRACTOR and approved by the MOHAWK HOMESTEAD.

23. The CONTRACTOR certifies and represents that he/she is not now nor has he/she ever been barred from participating in MOHAWK HOMESTEAD contracts.

24. The MOHAWK HOMESTEAD reserves the right to institute legal proceedings on behalf of the MOHAWK HOMESTEAD in any and all instances where the CONTRACTOR refuses to comply with the stipulations of this Contract. However, no such action will be instituted until all reasonable attempts to resolve the noncompliance have failed.



25. The CONTRACTOR and his/her subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he/she is entitled.

26. The CONTRACTOR shall, for a period of three (3) years, beginning with the date of receipt of final payment, maintain and furnish all information and reports and will permit access to books, records, and accounts by the MOHAWK HOMESTEAD, or their authorized representatives, for purposes of investigation to ascertain compliance.

27. The CONTRACTOR agrees to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

28. The CONTRACTOR shall **complete all work within 30 calendar days** of contract signing date unless otherwise approved by the Mohawk Homestead Board of Directors.

29. Lead Based Paint. The construction or rehabilitation of residential structures with assistance provided under this contract is subject to Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 7831).

a. Lead paint renovation is a dangerous task and safety precautions should be strictly enforced when workers are engaged in the renovation of the home.

b. The use of lead-based paint materials on any surface, interior or exterior, is prohibited.

30. The CONTRACTOR agrees to comply with the requirements of the following:

a. The Americans with Disabilities Act of 1990 requires that no qualified individual with a disability shall, by reason of a disability, be excluded from participation in or be denied the benefits of the services, programs, or activities, including employment, of a public entity or its instrumentalities.

b. The CONTRACTOR will comply with all the nondiscrimination provisions of all Civil Rights Laws.

31. Termination. The MOHAWK HOMESTEAD has the right to terminate the Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

32. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kinds exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the MOHAWK HOMESTEAD.

33. The MOHAWK HOMESTEAD and CONTRACTOR CERTIFIES, to the best of his or her knowledge and belief, that:

a. The MOHAWK HOMESTEAD and CONTRACTOR shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

The MOHAWK HOMESTEAD and CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Contract Agreement:** *(To be complete if awarded contract)*

The Mohawk Homestead 62 East Main Street Mohawk, NY 13407 315.866.1841 agrees to have

\_\_\_\_\_ perform the work described in this project.

*(Contractor's Name)*

**In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials unless otherwise noted and perform all the work described in, and in accordance with all local and State regulations, the Contract for the lump sum of \$\_\_\_\_\_. This amount includes all sales and other taxes.**

The undersigned agree to all provisions of this contract:

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_ Notary Public, State of New York

MOHAWK HOMESTEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

*Mohawk Homestead Chief Administrator*

MOHAWK HOMESTEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

*Mohawk Homestead Board President*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_ Notary Public, State of New York

**Contractor’s Official Sealed Proposal:**

The Mohawk Homestead

62 East Main Street

Mohawk, NY 13407

(315) 866-1841

**2<sup>nd</sup> Floor Bathroom (B10) Renovation with Shower Expansion and Janitor’s Sink Relocation Project**

**Instructions:**

Thank you for your interest in our project! Please complete this section (Section 4) only and return it in a sealed envelope by mail or hand-carried to The Mohawk Homestead 62 East Main Street Mohawk, New York 13407. **Place Attention: Patty Schenberger, Sealed Proposal in the lower left corner of the envelope. Proposals must be received by 12.00 p.m. on Tuesday August 30, 2016** at the Mohawk Homestead 62 East Main Street Mohawk, New York 13407.

**Contractor’s Understandings for Submitting Proposals:**

1. In submitting this bid, it is understood that the best Proposal for the complete project, as per the Specifications and Insurance Requirements inclusive of site days and associated Mohawk Homestead costs, will be considered as the best bid.
2. It is also understood that the right is reserved by the Mohawk Homestead to accept any or all Proposals, or reject any or all Proposals, whichever may be in the best interest of the Property.
3. The Contractor states that he/she has visited the site of the project and has familiarized himself/herself with the conditions that may affect the work.
4. All Proposals shall be enclosed and sealed in an envelope with “ATTN: PATTY SCHENBERGER, SEALED PROPOSAL IN THE LOWER LEFT CORNER OF THE ENVELOPE. Proposals shall be deposited at the location designated for the opening, prior to the time and date indicated in the Request for Proposal or any extension thereof made by Addendum.
5. The contractor understands that there may be a criminal background check preformed prior to the award or any onsite construction work.
6. The contractor will comply with issuing all rebate offers to the Mohawk Homestead.

**Contractor Information**

Company Name or DBA offering bid: \_\_\_\_\_

Street: \_\_\_\_\_

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

Phone: \_\_\_\_\_

NAME AND ADDRESS OF CONTRACTOR & SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

(Signature)	(Printed Name)	(Title)
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Date Proposal Submitted: \_\_\_\_\_ / \_\_\_\_\_ / 2016

The undersigned contractor proposes and agrees to:

1. Execute a contract of the form enclosed
2. Accept in full payment for the work as covered by the plans and specifications.

The undersigned agrees, if this proposal is accepted within the allotted timeframe, to complete all work specified in strict accordance with the Specifications and all applicable regulations as set forth in this document.

**Proposed Work Schedule:**

Estimated Start Date of Work Onsite by Contractor

\_\_\_\_\_ / \_\_\_\_\_ / 2016 with the understanding that this project must be completed within 30 days of this estimated start date.

**Contractor Worksheet:**

Installing Bathroom Floor	\$
Replacing Bathroom Walls & Ceiling	\$
Relocating Bathroom Sink	\$
Bathroom Plumbing	\$
Relocating Bathroom Water Closet (Toilet)	\$
Installing Bathroom Shower	\$
Installing Bathroom Heating	\$
Installing Bathroom Lights & Exhaust Fan	\$
Relocating Bathroom Emergency Call Button	\$
Installing Bathroom Electrical to code	\$
Relocate Janitor's Sink Relocation	\$
<b>Total</b>	\$

**In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials unless otherwise noted and perform all the work described in, and in accordance with all local and State regulations, the Contract for the lump sum of \$\_\_\_\_\_. This amount includes all sales and other taxes.**