

**Invitation for Bid**

**for**

**Martin Luther King  
Apartments  
Sidewalk and Masonry Repairs**



**Serving The Community Since 1944**

**Issue Date: September 5, 2025**  
**Bid Due Date: September 18, 2025**

**Issued by:**  
Selena Skiba  
Director of Finance  
Troy Housing Authority  
1 Eddy's Lane  
Troy, New York 12180

Phone: (518) 273-3600 Ext.421  
Facsimile: (518) 274-6633

# INVITATION FOR BID

## Martin Luther King Apartments

### Sidewalk and Masonry Repairs

<b>THA CONTACT PERSON</b>	Selena Skiba, Director of Finance
<b>HOW TO OBTAIN THE IFB</b>	<p>Website: <a href="http://www.troyhousing.org">www.troyhousing.org</a></p> <p>E-mail: <a href="mailto:selena.skiba@troyhousing.org">selena.skiba@troyhousing.org</a></p> <p>In Person: Troy Housing Authority Administration Office One Eddy's Lane Troy, NY 12180</p>
<b>MAILING ADDRESS FOR SUBMISSION OF BIDS AND LOCATION OF BID OPENING</b>	<p>Submit 3 bound copies and 1 electronic copy (flash drive) of the Bid in a SEALED envelope to:</p> <p>Troy Housing Authority Selena Skiba, Director of Finance Administration Office One Eddy's Lane Troy, NY 12180</p>
<b>DATE ISSUED</b>	September 5, 2025
<b>MANDATORY SITE VISIT MEETING</b>	September 10, 2025 at 9:00 AM
<b>Q &amp; A DEADLINE</b>	September 12, 2025 at 12:00 PM
<b>BID SUBMISSION DEADLINE &amp; DATE &amp; TIME OF BID OPENING</b>	September 18, 2025 at 2:00 PM
<b>ANTICIPATED AWARD DATE</b>	September 25, 2025

## **SCOPE**

The Troy Housing Authority (THA) is accepting bids to provide:

- A. Approximately, 1300 sf of sidewalk panel replacement, formed in place, at 4", with demolition and removal of existing panels.
- B. Approximately 615 sf of concrete gutter, formed in place, at 4" with demolition and removal of existing.
- C. Various and miscellaneous masonry repairs as detailed in pictures.

\*Square footage is approximate and must be determined by Contractor during mandatory site visit.

**\*Bids should be broken down into the three categories listed above\***

### **Category A & B: Concrete sidewalk repair and gutter repair**

#### 1. SUMMARY

- 1.1. This section specifies cast-in-place concrete, including reinforcement, concrete materials, mix design, placement procedures, and finishes.
- 1.2. All sidewalks, curb and approaches constructed or installed; and any replacements thereof at MLK Apartments shall conform to the following specification
- 1.3. Furnish and install all concrete pavements and all incidental work required to complete this section.

#### 2. QUALITY ASSURANCE

- 2.1. Standards to comply with the provisions of ACI 301-20

#### 3. PRODUCTS

- 3.1. Concrete, transit mixed conforming to ASTM C\_94 4000psi, 28-day strength with 6%-8% entrained air and slump 2-4 inches.
- 3.2. Base material shall be crusher run #2
- 3.3. Expansion joint sealer shall be an approved two component polysulphide polymer material commonly referred to as synthetic rubber caulking for masonry walk and walls. Color to approximate concrete.
- 3.4. Expansion joint filler shall be non-oil bearing premolded filler 3/8" in thickness conforming to NYS Department of Transportation Standard Specification, Section 705-07.

#### 4. EXECUTION

- 4.1. Surface preparations
  - 4.1.1. Remove loose material from the compacted surface immediately before placing concrete. Proof roll subbase surface to check for unstable areas and the need for additional compaction. Do not begin concrete work until such conditions have been corrected and are ready to receive concrete.
- 4.2. Form construction

- 4.2.1. Set forms to the required grades and lines, rigidly braced and secured with wood or metal stakes. Install sufficient lengths of forms to allow continuous progress of the work, and so that forms can remain in place for at least 24 hrs. after concrete placement.
- 4.2.2. All form work shall be adequate to produce clean straight lines. New concrete shall meet existing concrete with matching tool joints and edging.
- 4.3. Wire mesh placement.
  - 4.3.1. Pre-set wire mesh 6"x6" -6/6 in all pavement forms at mid-height of slab. Overlap joints 6 inches. These shall be set on "chairs" or similar devices prior to pouring. Do not "pick up" reinforcing during or after pour.
- 4.4. Joints
  - 4.4.1. General
    - 4.4.1.1. Construct expansion joints and score lines true to line with face perpendicular to surface of the walks, unless otherwise shown.
    - 4.4.1.2. Locate expansion joints every 5ft maximum in concrete walks unless otherwise indicated.
  - 4.4.2. Construction joints
    - 4.4.2.1. Provide construction joints at the end of all pours and at locations where placement operations are stopped for a period of more than ½ hour.
    - 4.4.2.2. Construction joints shall be located to match scoring pattern and edge shall be finished accordingly
  - 4.4.3. Expansion joints
    - 4.4.3.1. Locate expansion joints to match scoring pattern. Provide pre-molded joint filler for all expansion joints and to isolate concrete pavement from all abutting concrete pavements, curbs, catch basins, manholes, inlets, structures, walks, walls, and other fixed objects.
    - 4.4.3.2. Extend joint fillers full width and depth of the joint and not less than one-half inch or more than one inch below the finished pavement surface. Furnish joint fillers in one-piece lengths for the full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together.
- 4.5. Sealer
  - 4.5.1. Seal top half inch all expansion joints with expansion joint sealer in accordance with manufacturer's directions.
- 4.6. Concrete finishing
  - 4.6.1. Perform concrete finishing using machine or hand methods as required.
  - 4.6.2. After striking off and consolidating concrete, smooth the surface by screeding and floating. Adjust the floating, compact the surface, and produce a uniform texture.
  - 4.6.3. After floating, test surface for trueness with a straight edge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous, smooth finish.
  - 4.6.4. Gutter panels will be finished to a uniform concave surface, to match existing panels and storm drain.
  - 4.6.5. Work edges of slabs and joints with 1/8" radius edging tool, with a 3" wide troweled edge.

- 4.6.6. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing.
- 4.6.7. Broom finish by drawing a fine bristle broom across the concrete surface.
- 4.7. Curing
  - 4.7.1. After the concrete sidewalk or gutter is finished, it shall be protected by applying an approved colorless curing compound. This compound shall be applied by pressure spraying at a rate of one gallon per 150 square feet or as recommended by the manufacturer. Other methods of curing may be used if approved by the Owner.
- 4.8. Anti-spalling
  - 4.8.1. After a curing period of twenty-eight days, the Contractor shall return to the job site and coat concrete with two coats of an anti-spalling compound according to the manufacturer's recommendations.
- 4.9. Repair and protection
  - 4.9.1. Repair or replace broken or defective walks and pavements as directed by the Owner.
  - 4.9.2. Protect the walks from vandalism and damage until acceptance of the work. Maintain barricades, sidewalk bridges/boardwalks as required. Sweep concrete walks and wash free of stains, discolorations, dirt, and other foreign materials prior to completion.
  - 4.9.3. All adjacent property disturbed during construction shall be replaced in kind by the Contractor as ordered by the Owner.

### **Category C: Miscellaneous masonry work, patching and grinding**

- 1. SUMMARY
  - 1.1. This section specifies miscellaneous masonry and patching, including material, procedures and finishes.
- 2. PRODUCTS
  - 2.1. Patching and repair mortar such as SikaQuick Set 45 or equivalent.
- 3. EXECUTION
  - 3.1. Surface preparations.
    - 3.1.1. All surfaces to be patched shall be thoroughly cleared of all loose debris and cleaned with water.
- 4. FINISH
  - 4.1. When patching colored surfaces, Contractor will supply colorant to match existing masonry as close as possible, as approved by Owner.
  - 4.2. All surfaces will be troweled smooth and brush finished to blend into existing concrete.
  - 4.3. All patched surfaces must be returned to original form as much as possible.
- 5. GRINDING
  - 5.1. Surfaces that are ground should not exceed 30-degree slope and must finish within ¼" or less of adjoining panel.

## PHOTOGRAPHS AND DESCRIPTIONS

1. Replace 2 panels 50 sf



2. Grind curb and panels to eliminate trip hazard 10ft



3. Cut, remove and replace 2'x2' section 4sf



4A. Replace 4 panels at Handicap access 100sf



4B. Replace 2 panels 50sf



5A. Replace panel 25sf



5B. Patch curb



6. Grind trip hazard 5ft





6. Remove 5 sections of curb and reform



50ft

7B. Remove and replace 2, 1/3 panel 20sf





8. Replace 5 panels 25sf



9. Replace panel 25sf



10A. Replace panel 25sf



10B. Replace 2 panels even with top of stairs 50sf



11. Grind trip hazard 5ft



12. Replace panel and patch step 25sf



13. Replace 2 panels 50sf



13B. Replace 4 panels 100sf



14. Patch wall at stairs, grind trip hazard at top - grind 5ft



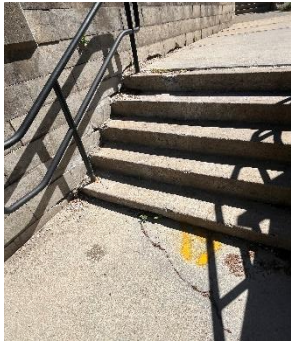
15. Replace panel 25sf



16. Replace 2 panels 50sf



17. Replace bottom panel, patch wall and top step 25sf



18. Replace panel 25sf



19. Replace 3 panels 75sf



20. Grind trip hazard, caulk seam 5ft





21. Replace 5 panels, remove asphalt and replace with concrete



22. Replace panel 25sf



23. Remove asphalt and replace it with concrete 25sf



24. Replace 4 panels 100sf



25. Replace two panels 50sf



26. Replace 2 panels 50 sf





Replace 41 panels formed in place gutter (Images are representative)





Patch caps





Replace 9 Versa-Lok caps



Backfill and patch



### **EXPERIENCE**

Prospective bidders must be able to prove to the Troy Housing Authority that they have successfully engaged in operating a successful concrete construction, installation and repair business for the past five (5) years.

### **AUTHORIZATION**

The Authority shall issue a Purchase Order authorizing the Contractor to proceed as per the scope listed.

### **HOURS OF OPERATION**

The main hours of construction work shall be performed Monday through Friday, between the hours of 7:30 AM and 7:00PM. Due to the schedule being delayed by circumstances arising beyond the contractor's reasonable control, Saturday and Sunday work hours are permitted. However, these hours must be between 9:00AM and 7:00PM on Saturday and 10:00AM and 7:00PM on Sunday.

### **SUPERVISION**

- The contractor shall furnish the necessary quality supervision to oversee all construction, installation and repair work.

- If any of the contractors' personnel are not satisfactory to the Authority or the Asset Manager, the contractor shall replace such personnel with those who are satisfactory.
- The contractor shall use all reasonable care, consistent with his rights to manage and control his operations, not to employ any persons or use any labor, or use or have any equipment or permit any condition to exist which shall or may cause or be conducive to any labor complaints, problems, disputes or controversies at the Authority or which interfere or are likely to interfere with the operation of the Authority.
- The contractor shall immediately give such notice to the Authority or Asset Manager to be followed by written progress reports, as shall be reasonably necessary to advise the Authority or Asset Manager of all impending or existing labor complaints, problems, disputes or controversies and the progress thereof that contractor in his opinion believes may interfere with the operation of the business. The contractor shall use his best efforts to resolve any such complaint, trouble, dispute, or controversy.
- At no time shall the contractor allow his tools, equipment, or safety signage to interfere with safe and timely passage of school buses and emergency vehicles.

#### **REPORT AND BILLING**

- A. After completion of the work, the respective Asset Manager or his/her designee will complete a full site inspection to ensure the specifications within this bid have been adhered to. If circumstances arise requiring the contractor to return to the site, the Asset Manager will communicate such to the contractor.
- B. The Authority will inspect all work and pay upon satisfactory completion. Reasons for not accepting the contractor's work may include but are not limited to:
  - Work not meeting the specifications described herein
  - Damage to grounds, buildings or property
  - Failure to maintain the required insurance

#### **MANDATORY SITE-VISIT MEETING**

A mandatory pre-bid site inspection will be held on Wednesday September 10, 2025 at 9:00 AM for interested bidders to inspect the repairs at the Martin Luther King Apartments, 1 Eddy's Lane, Troy, NY 12180. The walkthrough will start at the Administration Building (the mansion).

#### **QUESTIONS**

Prospective bidders with questions pertaining to the IFB must request so in writing prior to September 12, 2025 at 12:00 p.m. to [selena.skiba@troyhousing.org](mailto:selena.skiba@troyhousing.org). All questions will be compiled and answered in the form of an Addendum. All agencies on record with THA will receive a copy of the Addendum.

### **BID SUBMISSION**

The Troy Housing Authority will receive sealed proposals (3 bound copies) for the Martin Luther King Apartments Sidewalk and Masonry Repairs no later than **2:00PM, September 18, 2025**. Bids should be forwarded to the attention of:

Troy Housing Authority  
Administrative Offices  
Attn: Selena Skiba, Director of Finance  
One Eddy's Lane  
Troy, NY 12180

**ALL BIDS MUST BE CLEARLY LABELED:  
"BID for MLK Apartments Sidewalk and Masonry Repairs"**

**The Troy Housing Authority reserves the right to waive any informality in or reject any and all bids without prejudice or explanation. The Troy Housing Authority can, at its sole discretion, divide the work between responsible bidders for the individual categories noted in the "Invitation to Bid" should it be deemed to do so in the Authority's best interest. The Troy Housing Authority is an Equal Opportunity Employer.**

### **BID OPENING TIME**

Bids will be opened on **September 18, 2025 at 2:00PM** at the Troy Housing Authority Administrative Office, One Eddy's Lane, Troy, New York 12180.

You are urged to mail your bid early. Late bids will not be accepted and will be returned unopened to the contractor. Do not rely on overnight delivery services since they may not make your delivery on time.

### **GENERAL CONDITIONS**

#### **UNBALANCED BIDS**

The Troy Housing Authority reserves the right to reject all bids not deemed in the best interest of the Authority and to reject as informal such bids, as in the Authority's opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant that the amount bid for one or more separate items is substantially out of line with current market prices for the materials and/or work covered thereby.

#### **MULTIPLE AWARD BIDS**

All awards resulting from this bid shall be final and shall be for the complete term of the contract. No rescinding of awards will be made because of a contractor error or inability to supply an item.

#### **BID RESERVATIONS**

Bids submitted shall remain in effect for **Sixty (60)** days past the date of bid opening.

## **CANCELLATION CLAUSE**

The Authority reserves the right to cancel the contract at any time during the contract term with a thirty (30)-day written notice mailed to the address of the contractor.

## **INSURANCE REQUIREMENTS**

Contractor shall procure and maintain insurance for protection from all claims arising out of Contractor's services, work, operations, and activities. Contractor must have adequate insurance coverage for all claims arising out of or in consequence of the acts and omissions of the Contractor, or any subcontractor of the Contractor, including but not limited to claims for damages for death, bodily injury, or property damage, of any kind or nature. The Troy Housing Authority (including its officers, agents, and employees) shall be named as Additional Insureds on the Contractor's policies of insurance. There shall be no material undisclosed policy exclusions or exceptions on the required insurance coverages.

Contractor will procure and maintain at its own expense:

- 1) Commercial general liability and contractual liability on an occurrence basis for all personal and bodily injuries and property damage, with minimum coverage limits of One Million Dollars (\$1,000,000) for each occurrence/Two Million Dollars (\$2,000,000) general aggregate per project/location.
  - a) Liability insurance policies will not be accepted that:
    - i) Remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy or equivalent) so as to limit coverage against claims that arise out of work; or
    - ii) Remove or modify the "insured contract" exception to the employer's liability exclusion; or
    - iii) Do not cover the Additional Insured for claims involving injury to employees of the named insured or its subcontractors or their employees.
  - b) Contractor shall require that its subcontractors carry insurance with the same limits and provisions as provided herein. Contractor will maintain certificates of insurance for all subcontractors as part of the Contractor's records.
- 2) Professional Liability/Errors & Omissions coverage of at least One Million Dollars (\$1,000,000) for each occurrence/Two Million Dollars (\$2,000,000) aggregate per project/location or claim.
- 3) Workers compensation insurance as required by law, employer's liability insurance, and statutory disability benefits insurance as required by law.
- 4) Comprehensive motor vehicle liability coverage on owned, hired, leased, or non-owned motor vehicles with coverage limits of not less than One Million Dollars (\$1,000,000) combined for each accident, for bodily injury, sickness, or disease sustained by any person,

caused by accident, and arising out of the ownership, maintenance, or use of any motor vehicle, as well as for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any motor vehicle.

- 5) Commercial umbrella insurance coverage with minimum coverage limit of Five Million Dollars (\$5,000,000).
- 6) All Risk Property Coverage – Contractor shall secure, pay for at its sole cost and maintain whatever All Risk Property Coverage Insurance Contractor may deem necessary to protect Contractor against loss of owned or rental capital equipment and tools. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Contractor's failure to secure such insurance and/or to maintain adequate levels of coverage shall not obligate the Troy Housing Authority, its agents or employees, for any losses. Any such insurance policy shall include a waiver of subrogation clause as follows: "It is agreed that in no event shall this insurance company have any right to recover against the Troy Housing Authority and the Troy Housing Authority is to be held harmless by the Insured and this Insurance carrier.

Each and every policy of insurance required by this Agreement shall be in form and content satisfactory to the Troy Housing Authority, and shall provide:

- 1) *Additional Insured.* The Troy Housing Authority (including its officers, agents, and employees) shall be named Additional Insured including premises operations and completed operations on a primary and non-contributing basis for all policies and coverages, including but not limited to the umbrella insurance coverage. The Additional Insured shall be held harmless and indemnified from any and all claims arising out of or in consequence of the Contractor's services, work, operations, or activities under this Agreement or in any way arising out of or in consequence of the Contractor's acts or omissions.
- 2) *Per Project Aggregate.* The insurance policies shall cover premises operations and completed operations on a per project basis.
- 3) *Waiver of Subrogation.* As to every type and form of insurance coverage required from the Contractor, there shall be no right of subrogation against the Troy Housing Authority, its officers, agents, or employees. If any of Contractor's policies of insurance prohibit such a waiver of subrogation, Contractor shall secure the necessary authorization from its insurance carrier to make this waiver effective.
- 4) *Waiver of Indemnities.* The Contractor waives any right of action it and/or its insurance carrier might have against the Troy Housing Authority (including its officers, agents, or employees) to be indemnified for any type of loss that is required by this Agreement to be covered by a policy of insurance, whether or not such loss is insured.

- 5) The Certificate of Insurance shall be in form and content satisfactory to the Troy Housing Authority. All referenced forms shall be provided with the Certificate. Additional information, including without limitation complete policies, shall be provided upon request.
- 6) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Troy Housing Authority.
- 7) The insurance policies shall be renewed upon expiration and continue in force unless the Troy Housing Authority is given thirty (30) days' written notice to the contrary.

No services, work, operations, or activities shall be commenced under this Agreement until the Contractor has delivered to the Troy Housing Authority proof of issuance of all policies of insurance required by the Agreement to be procured.

**Proof must be submitted within ten (10) working days after contract award.**

If at any time, any of the insurance policies shall be or become unsatisfactory to the Troy Housing Authority, Contractor shall promptly obtain a satisfactory policy and submit proof of the same to the Troy Housing Authority for approval. Upon failure of Contractor to furnish, deliver, and maintain satisfactory insurance as provided above, this Agreement may, at the election of the Troy Housing Authority, be suspended, discontinued, or terminated. Failure of Contractor to procure and maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning defense and indemnification.

In the event that any part of the services, work, operations, or activities described in this Agreement is performed by an approved subcontractor of the Contractor, all of the insurance requirements of this Agreement shall be incorporated into the subcontract agreement with no additional exclusions or exceptions from coverage whatsoever. Subcontractor insurance requirements shall include but not be limited to the requirements for Workers' Compensation, Commercial General Liability, Umbrella Liability, and as applicable, Commercial Auto and/or Professional Liability. Contractor shall require that each and every subcontractor shall produce a Certificate of Insurance meeting all of the requirements of the Troy Housing Authority and documenting the required insurance coverages. A subcontractor's Certificate of Insurance in form acceptable to the Troy Housing Authority shall be provided to the Troy Housing Authority before that subcontractor may commence performance.

The carrying of insurance as required by this Agreement shall in no way relieve the Contractor, or its subcontractors, of any other responsibility or liability under this Agreement.

The Troy Housing Authority may approve a variance in writing from the insurance requirements herein for good and sufficient reason.

**CONFLICT OF INTEREST**

No director, officer, employee, agent, contractor, or subcontractor of the contractor shall be deemed to be an agent, servant, and/or employee of the Troy Housing Authority, past or present.



The contractor shall not employ as a director, officer, employee, agent, contractor, or subcontractor, directly or indirectly in any capacity, any elected or appointed official of the Troy Housing Authority, the two school districts, or any member of their immediate family, past or present.

The contractors acknowledge and agree that all of their employees **must comply** with all applicable laws relating to this agreement, or the performance thereof, and that the refusal to supply such evidence and/or testimony shall be the cause for immediate termination of this agreement by the Troy Housing Authority

### **INDEMNIFICATION**

The promises in this section are separate from the insurance requirements of this Agreement and shall apply whether or not the insurance requirements are fulfilled.

Each and every Contractor (as used in this paragraph the term “Contractor” shall include any and all of Contractor’s subcontractors), who shall agree to perform services, work, operations, or activities under this Agreement, or any part of it, shall defend, indemnify, and save harmless the Troy Housing Authority, its officers, agents, and employees, from and against any and all liability, loss, or other claims for damages for death, bodily injury, or property damage, or of any other kind or nature, arising out of or in consequence of the services, work, operations, or activities performed by the Contractor or any agent, servant, employee, subcontractor, consultant, or supplier of the Contractor, or of any failure to perform this Agreement, or in any way arising out of or in consequence of the Contractor’s acts or omissions, all to the fullest extent allowed by law. Contractor shall defend, indemnify, and save harmless the Troy Housing Authority, its officers, agents, and employees, from and against, without limitation, all losses, litigations, claims, actions, causes of action, proceedings, demands, damages, indemnities, suits, judgments, orders, rulings, appeals, costs, expenses, and all other elements of litigation (including without limitation reasonable attorney’s fees and other costs of defense), arising out of or in consequence of the Contractor’s services, work, operations, or activities under this Agreement, or any failure to perform this Agreement, or in any way arising out of or in consequence of the Contractor’s acts or omissions, all to the fullest extent allowed by law. Contractor shall defend, indemnify, and save harmless the Troy Housing Authority, its officers, agents, and employees, from and against any and all claims for injuries to the Contractor’s employees or the employees of any agent, servant, consultant, or subcontractor of Contractor, and any and all claims made by any person or entity (including without limitation all officers, employees, agents, contractors, subcontractors, consultants, suppliers, guests, invitees, uninvited persons, survivors, representatives, and distributees), arising out of or in consequence of Contractor’s services, work, operations, or activities or omissions on property owned by the Troy Housing Authority, all to the fullest extent allowed by law.

The parties intend that the promises in this section shall be consistent with New York General Obligations Law Section 5-322.1. Therefore, for any contracts to which Section 5-322.1 applies, the promises herein shall not be construed as purporting to indemnify or hold harmless the Troy Housing Authority against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the Troy Housing Authority, its agents or employees, whether such negligence be in whole or in part.

### **TERMINATION FOR CAUSE**

The Troy Housing Authority reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should The Troy Housing Authority elect to terminate this contract for cause, Troy Housing Authority will notify the Contractor 10 days prior to the termination date and shall specify the cause of termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be carried out if deemed necessary by The Troy Housing Authority.

### **TERMINATION WITHOUT CAUSE**

The Troy Housing Authority may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

### **DEFINITIONS**

“Contract” shall mean the contract executed by the Authority and the bidder, of which these General Conditions form a part.

The term “Authority” shall mean the Troy Housing Authority.

The terms “Authority” and “Contractor” mean the respective parties to the contract. The contractor is the bidder whose proposal is accepted and with whom a contract is signed.

The term “Contract” means the volume of information, which includes the Description of Work and Proposal Form and General Conditions.

### **SERVICES & MATERIALS**

Except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, taxes legally collectible because of the work, and all other services and materials of every natural cause whatsoever necessary to perform the work covered under the Contract and deliver it complete in every respect within the specified time.

### **SUPERVISION**

The Contractor shall personally supervise the work and always have competent supervision at the work site. Safety must always be the Contractor’s prime concern. The Contractor must operate all equipment in a safe manner and stringently adhere to recognized safety standards.

### **SUBCONTRACTS**

The successful bidder shall not assign, sublet or dispose of this contract or any interest therein, or any part thereof, without first having obtained written approval of the Authority.

### **BUSINESS LICENSE**

All bidders will be required to submit a copy of their business license (DBA), and an affidavit attesting under penalty of perjury to the accuracy of the information provided. Failure to provide or falsification of these documents may, at the sole and absolute discretion of the Authority, result in the disqualification of the bidder.

### **COMPLIANCE**

The Contractor agrees to comply with all laws, ordinances, rules, and regulations bearing on the conduct of work as specified.

### **PROTECTION OF WORK PROPERTY**

The Contractor shall continuously maintain adequate protection of all his work and materials from damage or theft and shall protect the Authority's property and all adjacent property from injury or loss arising in connection with activities under the Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract documents or such as may be caused by agents or employees of the Authority. The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work.

### **EQUAL EMPLOYMENT OPPORTUNITY**

The Troy Housing Authority is an Equal Opportunity Employer. Troy-based Section 3 Contractors, Minority-owned Business Enterprises (MBE) and Women-owned Business Enterprises are encouraged to apply. A Minority Business Enterprise (MBE) is one which is owned and controlled by at least fifty-one percent (51%) minority members. Minority group members are citizens of the United States who are Black, Hispanic, Asian Pacific Islanders, American Indians, or Alaskan Natives. A Women Business Enterprise (WBE) is one that is at least fifty-one percent (51%) owned and controlled by a woman or women who are citizens of the United States. Section 3 are residents of public housing or a business that is owned by a Section 3 resident or employs Section 3 residents.

During the performance of the contract, the Contractor agrees to the following:

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during the employment without regard to their race, color, religion, sex, national origin, or handicap.

The Contractor 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 handicap.

### **ADDITIONALLY REQUIRED SUBMISSIONS**

Certification of Bidder and Non-Collusive Affidavit forms are to be submitted with the bids.

**SEPARATION OF WORK**

Although it is the intent of The Authority to award the contract to a single contractor, The Authority can, at its sole discretion, divide the work between successful bidders for the Federal and State developments, should it be deemed to do so in the Authority's best interest.

**LABOR PROVISIONS, WAGE RATES**

The Contractor agrees to abide by all applicable provisions of the New York State Labor Law.

## Bidder Certification

By signing below, Bidder certifies that the following statements are true and correct:

- He/she has full authority to bind Bidder and that no member of Bidder's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
- In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
- Bidder agrees that this Bid submittal shall remain open and valid for at least a period of 60 days from the date of the Bid Opening and that this Bid submittal shall constitute an offer, which, if accepted by THA and subject to the terms and conditions of such acceptance, shall result in a contract between THA and the undersigned Bidder,
- He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Bid.
- Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of New York or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,
- Bidder has not received compensation for participation in the preparation of the specifications for this Bid,
- Lobbying Prohibition: The Bidder agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

Signed \_\_\_\_\_

Print Name and Title \_\_\_\_\_

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

\_\_\_\_\_  
(Seal if by Corporation)      Date: \_\_\_\_\_

**Non-Collusive Affidavit**

State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_, being first  
duly

sworn, deposes and states:

That he/she is \_\_\_\_\_ (a partner or officer  
of the firm etc.)

The party making the foregoing bid, that such bid is genuine and not  
collusive or sham, that said Respondent has not colluded, conspired,  
connived or agreed, directly or indirectly, with any person, to put in a  
sham bid or to refrain from bidding and has not in any manner directly or  
indirectly, sought by agreement or collusion, or communication or  
conference, with any person, to fix the bid price, or that of any  
Respondent, or to secure any advantage against:

Troy Housing Authority  
1 Eddy's Lane  
Troy, New York 12180

or, any person interested in the proposed contract, and that all statements in  
said bid are true.

Signature: \_\_\_\_\_

Respondent, if Respondent is an individual

Partner, if the Respondent is a partnership

Officer, if the Respondent is a corporation

**BID FORM FOR**  
**MLK APARTMENTS SIDEWALK AND MASONRY REPAIRS**

LOCATION: Troy Housing Authority, Administrative Offices, One Eddy's Lane, Troy, NY 12180

BID DATE: September 18, 2025

BID TIME: 2:00 PM

Having carefully examined the Specifications for Sidewalk and Masonry Repairs for the Troy Housing Authority as well as the premises, conditions and equipment affecting the work,  
The undersigned hereby proposes to furnish all labor, material, equipment and other services necessary to satisfy the requirements of the Invitation for Bid at the following prices:

The undersigned agrees that this proposal may not be worked on or withdrawn after the time set for the opening of the bids but shall remain open for a period of sixty (60) days following such a time.

The undersigned agrees that should this proposal be accepted within sixty (60) days of the bid opening date, the above prices shall remain valid and in effect for the term of the contract as specified.

The Troy Housing Authority reserves the right to waive any informality in or reject any and all bids without prejudice or explanation.

The Troy Housing Authority can, at its sole discretion, divide the work between responsible bidders for the properties noted in the "Invitation to Bid" and specifications should it be deemed to do so in the Authority's best interest.

**ENVELOPE SHALL BE LABELED**  
**"BID FOR MLK APARTMENTS SIDEWALK AND MASONRY REPAIRS"**

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

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_



**BID FORM FOR**  
**MLK APARTMENTS SIDEWALK AND MASONRY REPAIRS**

<b>CATEGORY</b>	<b>PRICE</b>	<b>TOTAL COST</b>
<b>A – Concrete Sidewalk Repairs</b>		
<b>B – Concrete Gutter Repairs</b>		
<b>C – Misc. Masonry Repairs</b>		
<b>Total BID</b>		