

# **Weather Conditional Work Policy for NSP Homes**

**Revised November 16, 2011**

Section 302 of the Construction Contract between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (HRA) and the general contractor (Contractor) provides for an exception to the timely requirement of Final Completion because of conditions related to weather, season of the year and unavailability of materials. The purpose of this Policy is to provide guidance to Contractors as to what constitutes “season of the year” conditions and what steps the contractor must take to qualify for this exception. This Policy does not limit the obligations of the Contractor to fully and timely perform its contractual obligations to the HRA nor does it limit the rights and remedies available to the HRA for a Contractor’s failure to fully perform its contractual obligations in a timely fashion.

The HRA recognizes that there are weather related exterior items that cannot be completed due to winter conditions (“Winter Work”), including but not limited to:

- Exterior painting
- Sod
- Foundation plantings
- Raingarden installation
- Concrete sidewalks, steps, landings, curbs, and garage slabs
- Asphalt driveways

The HRA defines winter conditions as “temperatures consistently below a high of 50 degrees Fahrenheit.” Winter conditions are typically in effect from November 15<sup>th</sup> through April 15<sup>th</sup> each year, although there is potential for an earlier or later start and end date depending on actual weather conditions. In the case of NSP homes where a notice to proceed is issued between October 1 and February 28, the time parameter of winter conditions could mean that the entire timeline for construction completion (typically 90-120 days) is within winter conditions.

It is the responsibility of the Contractor to communicate about exterior line items in the scope of work that are Winter Work as a component of the timeline submission required prior to issuance of a notice to proceed. Contractors are also responsible for ensuring that all Winter Work is completed within the manufacturer’s or industry standard’s recommended temperature range. The Contractor is responsible for prioritizing Weather Related Work when winter conditions are not present, in order to complete the house within the construction timeline whenever possible. HRA’s objective is to ensure that remodeling work on NSP projects is substantially complete within the timeline for construction completion (90-120 days) so that the project can be issued a Certificate of Code Compliance and sold to a homeowner or leased to a tenant. The Contractor is responsible for ensuring that temporary, structurally sound solutions are implemented when weather related work will affect the ability to secure a Certificate of Code Compliance.

In the event that winter conditions are present throughout the 120 day construction contract period, the HRA will escrow one and one half times (1-1/2 times) the cost for Winter Work per section 301 of the HRA construction contract, to be completed within 30 days of the end of winter conditions.

For example:

Frosty Contracting is the low bidder for the NSP home.

Bid award:	November 15 <sup>th</sup>
Notice to proceed:	December 1 <sup>st</sup>
Completion Date:	March 30 <sup>th</sup>

**Winter conditions: November 1<sup>st</sup> through May 1<sup>st</sup>**

Total Bid amount:	\$100,000
Winter work identified by Frosty:	\$2,000 of concrete work
	\$2,000 for foundation planting/rain gardens
	<u>\$1,000 for sod</u>
	<b>\$5,000 total winter work</b>

In this scenario, Frosty Contracting would need to take the following actions:

- Notify his/her HRA project manager prior to the issuance of a notice to proceed that there are \$5,000 of Winter Work items
- Provide temporary code compliant steps into the house and provide mulch or straw to cover bare soil on the site.
- Coordinate with the HRA and new homeowner living in the house prior to beginning winter work.
- Complete the Winter Work 30 days from the date that winter conditions end (in this case, May 1<sup>st</sup> – May 31<sup>st</sup>).

All other work on the house is expected for completion in March. The lead clearance test, NEC inspection, building permit sign off, warranty information, and code compliance certification would all be provided in March and the construction contract deemed substantially complete. Upon final payment, 150% of the cost of Weather Related Work (in this case, \$7,500) would be held in escrow; Frosty Contracting would be paid the remaining \$92,500 of the contract. In the event that Frosty Contracting does not complete Winter Work 30 days from the end of winter conditions, the HRA reserves the right to hire a new contractor and use the escrowed funds (\$7,500 in this scenario) to complete the Winter Work.

Any questions relating to this Policy and specific projects should be directed to the HRA's project manager for the home.