



CONTRACTOR GUIDELINES

For
City of Canton Housing Rehabilitation Programs
Administered by the Department of Development

The City of Canton administers various Housing Rehabilitation Programs and these guidelines govern all of them.

PROSPECTIVE CONTRACTORS SHALL:

- Be licensed with the City of Canton;
- Be bonded and provide proof of liability insurance and workers compensation;
- ***Be certified as a Lead Safe Renovator***

EPA's Lead Renovation, Repair and Painting Rule (RRP Rule) requires that firms performing renovation, repair, and painting projects that disturb lead-based paint in homes built before 1978 have their firm certified by EPA and use certified renovators to perform lead safe work practices.

EPA's Renovation, Repair and Painting Rule requires each firm to be certified, to have at least one certified renovator, and for the remainder of employees involved in renovation activities to either also be certified renovators or be trained on the job by a certified renovator.

<https://www.epa.gov/lead/renovation-repair-and-painting-program-contractors>

What should I know about the bid process for the programs?

- The maximum grant amount for an Emergency Repair is \$5,000. Only the amount needed to repair/replace the emergency need shall be granted.
- The maximum grant/deferred loan for a Roof Repair and Replacement Project is \$10,000.
- The maximum grant/deferred loan for a Minor Repair Project is \$8,000.
- The maximum grant/deferred loan for a Code Repair Project is \$15,000.
- The city is required to obtain two (2) bids for non-emergency projects. A contractor rotation is utilized for the Emergency Program. Homeowners will be given our list of contractors to select from but they may also select additional contractors on their own to bid as long as each contractor meets the above criteria.

- Bids shall be submitted to the City of Canton's Department of Development in accordance with the Invitation to Bid.
- Bids shall be submitted on time as indicated by the Invitation to Bid. Late bids will not be considered.
- All work shall be specified in the work specifications. If a contractor feels additional work needs done to complete a repair he/she may add an additional line on the bid describing the suggested work and cost but this in no way means the additional work is approved if you are selected as the winning bid.
- In order to facilitate the timely completion of projects to be undertaken, the City of Canton reserves the right to temporarily exclude any contractor from future bid notifications when three (3) or more projects are currently under contract with the Department of Development. Contractors will remain on the Department of Development's Contractor List but may not be invited to bid new projects until one (1) of its three (3) contracts are completed.
- The Department of Development has the right to limit the number of projects awarded to a contractor if the contractor does not have the capacity to complete all projects within the allowed time frame.
- If a bid is received and the contractor has a failed lead clearance on a project currently under contract, that bid will be denied and all future bids will be denied until the project obtains clearance.

What are the workmanship and quality expectations?

- The contractor is expected to provide and install materials as stated in the specifications and change orders.
- The contractor must keep the project premises clean and free from accumulations of waste materials or rubbish on a daily basis.
- Lead Safe Renovation Requirements must be adhered to including proper containment.
- The city will not tolerate poor workmanship. If the city's Construction Coordinator is dissatisfied with the work you will be notified and given instructions on the expected remedy.
- Contractors are required to warranty all work (other than a sewer clean out) for a period of one year from the date of final inspection.

What should I know about Change Orders?

- After execution of a contract, any changes to the specifications must be submitted as a Change Order Request to the City Construction Coordinator for approval. The Change Order must be approved prior to commencement of any work not included in the original specifications.
- Once approved, the Construction Coordinator will notify the contractor and obtain signatures from both the contractor and homeowner on the Change Order.
- The contractor shall absorb all costs for any work not authorized by a Change Order.

How can I avoid problems during the course of a project?

- Complete all projects on or before the specified completion date. Projects that are not completed by the specified date will be penalized by a deduction in contract of \$50.00 per day. Valid reasons for delay will be considered and a contract extension may be granted.
- **Notify the City's Construction Coordinator before you start the job and also when you are setting up containment for Lead Safe Renovations so he can take photos of containment.**
- Effectively communicate with the homeowner on issues such as scheduling, minor problems or misunderstandings. Communicate with the City's Construction Coordinator regarding any issues that may arise.
- Be sure to follow instruction on the Work Specification.
- Submit invoices with the City's Pay Request form which requires both the homeowner and contractor's signatures.

The City of Canton reserves the right to exclude any contractor from bidding who hasn't completed a job within the time requirement and/or has any pending, unresolved workmanship issues at a current project or has not maintained required warranty obligations on completed projects.

GENERAL CONDITIONS

1. PROPERTY EXAMINATIONS

- A. All bidders shall visit the property and examine all structures to be affected by work to be performed under the contract (the "Property"). Bid specifications shall be construed to be consistent with existing conditions at the Property. The contractor shall be responsible for considering all unusual conditions or deviations at the Property, which exist at the time of his examination, and shall note those conditions in his or her bid and shall account for those conditions in the bid price. No change orders shall be accepted to permit additional work required because of special conditions at the Property.
- B. Contractor shall be responsible for providing all materials and equipment necessary to complete all specified work in its intended location, even if the materials or equipment are omitted from the plans.

- C. During the course of repairs, the Contractor shall notify the City's Construction Coordinator of any condition or repair not covered in their work order, which is necessary for satisfactory completion.
- D. **City shall have the right to inspect all work performed under the Contract at any time during the contract.** Owner will make the Property available to the Contractor and City during normal business hours.
- E. City shall have the right to stop the installation of any unqualified material.
- F. **City shall perform a site visit to observe Lead Safe Work Practices.** The Construction Coordinator shall report if Licensed Lead Workers are on site, signs posted, protected sheeting on floor, containment procedures, restricted access, furnishings removed or covered in work area, **photos will be taken to prove containment.** The City Construction Coordinator has the ability to issue a Stop Work Order if proper containment is not followed and EPA will be notified if there is contamination (This is only for jobs in which lead-based paint hazards have been identified or assumed). A lead-based paint item will be identified with an *L on the specification of work.

2. WARRANTY

- A. The Contractor shall warrant that all equipment or materials furnished under the contract, whether directly by Contractor or by any sub-contractor working for the Contractor, conform to the Contract Requirements and are free of defects. Such warranty shall continue for a period of one year from the date the final payment is issued. Under this warranty, the Contractor shall remedy at his/her own expense any materials or equipment found to be defective.
- B. The Homeowner shall notify the City of any warranty repairs needed. The City shall inspect and determine the repair is warranted. The City shall notify the Contractor of any failure, defect, or damage which needs remedied under the warranty.
- C. Should the Contractor neglect to remedy any failure, defect or damage described above within thirty days after receipt of notice thereof, the **City shall have the right to remove the contractor from the bid list.**
- D. All Contractor warranties respecting any work and material shall be enforced by the Contractor for the benefit of the Owner. The City requires all contractors to submit any warranties to the City Construction Coordinator. The City will make sure the homeowner receives all warranties.

3. PERMITS/CODES/LICENSES

- A. Contractors must obtain required permits through the Building Department, and/or Civil Engineering for execution and completion of work.
- B. Contractors must post Building Permits and Lead Certifications on site.
- C. Strict compliance with Ohio Code of Residential Rehabilitation Standards and City of Canton Municipal Codes shall be observed. HOME projects must meet the Ohio Residential Rehabilitation Standards.
- D. Contractors are required to attend 8 hour training and receive a certification of Lead Safe Renovator which is good for 5 years. Contractors shall comply with all Federal Lead Based Paint Regulations per HUD Lead Safe Housing Rule 24 CFR 35. The City requires a copy of the Lead Safe Renovator Certificate on file for each employee.
- E. A Lead Abatement Contractor must be utilized for Lead Work on projects over \$25,000.
- F. The Contractor must be licensed as a contractor with the City of Canton Building Department and annually update liability insurance, workmen's comp. and bonding.
- G. **The City must ensure that all sub-contractors are licensed, insured, bonded, and have Lead Safe Certification.** The contractor is required to submit a list of sub-contractors before work begins.
- H. The City must ensure that all contractors are not debarred from SAM the Federal Government System for Award Management.

4. MATERIALS

- A. **All materials installed shall be new** unless otherwise specified and must meet the minimum standard of medium grade quality.
- B. All products shall be installed, used or applied in accordance with the manufacturers' latest instructions.

- C. The Contractor shall be responsible for the work done by the sub-contractors and should examine work done by the sub-contractors to ascertain whether it is correct as to dimensions and locations, before proceeding to carry out their part of the contract.
- D. Materials and/or workmanship failing to meet these requirements shall be replaced at the Contractor's expense. Acceptance of materials and/or workmanship by the City Construction Coordinator prior to completion of the contract does not relieve the Contractor from the obligation to produce materials and/or workmanship in first class condition at the completion of the Contract.
- E. **All Windows and Doors must be Energy Star Zone 5 Rated.**

5. WORKING IN AN OCCUPIED HOME

- A. The Contractor is responsible for storage and safety of his/her own tools and materials. Owner assumes no responsibility for damage, theft, or loss of property left on his/her premises.
- B. The Contractor and sub-contractors shall cover all carpets, rugs and furniture in their working area with plastic drop cloths.
- C. Moving furniture and other materials as it relates to creating a free area for the contractor shall become the work and responsibility of the Owner, unless so specified elsewhere in the Scope of Work and shall be done as required by contractor.
- D. The Contractor shall provide the homeowner with a habitable residence at the end of each working day. At minimum a habitable residence shall include the following:
 - Functional sink/faucet
 - Functional shower
 - Functional toilet
 - Functional electricity
 - Functional HVAC unit
 - Weather tight conditions
- E. When Lead Safe Renovation is being done the City shall require the Contractor to complete an Occupant Protection Plan detailing the Lead Items and Interim

Control Measures, the estimated time frame for completion and clearance. **The City Construction Coordinator is responsible for approving the containment set-up before the work begins.**

- F. The use of bathroom facilities for the contractor is acceptable but not required.
- G. It is the responsibility of the Contractor to provide constant protection against rain and other elements to maintain work, material, apparatus, fixtures, free from injury or damage.

6. CLEANUP

- A. The Contractor shall keep the premises clean and orderly during the course of work and all debris shall be removed on a continuous basis and not be allowed to accumulate. Materials and equipment that have been removed as part of the work shall belong to the Contractor unless specified in the Scope of Work.
- B. Waste from lead safe renovation activities must be contained to prevent releases of dust and debris before the waste is removed from the work area for disposal. At the conclusion of each work day and at the conclusion of the renovation, waste that has been collected from renovation activities must be stored to prevent access to and the release of dust and debris. Waste transported from renovation activities must be contained in accordance with the Lead Safe Rule.
- C. **After the lead safe renovation has been completed, the firm must clean the work area until no dust, debris or residue remains to achieve clearance.** The firm must:
 - a. Collect all paint chips and debris, and seal it in a heavy-duty bag.
 - b. Remove and dispose of protective sheeting as waste.
 - c. Clean all objects and surfaces in the work area and within two feet of the work area in the following manner:
 - i. Clean walls starting at the ceiling and working down to the floor by vacuuming with a HEPA vacuum and wiping with a damp cloth.
 - ii. Thoroughly vacuum all remaining surfaces and objects in the work area, including furniture and fixtures, with a HEPA vacuum.
 - iii. Wipe all remaining surfaces, with a damp cloth. Mop uncarpeted floors thoroughly using a mopping method that keeps the wash water separate from the rinse water, or using a wet mopping system.

7. CHANGE ORDERS

- A. During the course of repairs, the Contractor shall notify the City's Construction Coordinator of any condition or repair not covered in their work order, which is necessary for satisfactory completion.
- B. Any changes in the work shall be agreed upon by the City's Construction Coordinator, Contractor, Homeowner and meet approval of the Historic Review. An official Change Order will be created by the City and must be signed by the City's Construction Coordinator, Contractor, Homeowner, Program Coordinator, Director and Planning before the Contractor can proceed with the change in work. If Contractor proceeds without written executed Change Order and approval, Contractor will do so at Contractor's own expense and will relinquish any lien or legal action to be paid for this work.

8. LEAD CLEARANCE

- A. **The Contractor must notify the City Construction Coordinator when containment is set-up for Lead Work so the City can inspect and take photos proving containment; or the contractor may take photos and email to the City Construction Coordinator.** If the City Construction Coordinator is unavailable the Housing Program Manager will take photos and perform an inspection. The City may ask the Contractor to take photos if no one is available at time of set-up. Lead Containment photos are needed when Lead Clearance is requested.
- B. The Contractor must notify the City Construction Coordinator when Lead Renovation is complete and he/she is ready for Clearance. The City will order the Clearance.
- C. The City will pay for the initial Clearance but the contractor will pay for additional clearances required due to failed clearances. The cost of each additional clearance shall be deducted from the final payment.
- D. When a contractor has a failed Lead Clearance we will not award another job to that contractor until we have received a passing Lead Clearance Report. Additionally, after a contractor has had three (3) projects with failed Lead Clearance Reports, we will put that contractor on a 6-month suspension from doing work for us.

9. TIMELINE

- A. The Contractor must satisfactorily complete the work within the time period indicated on the contract.
 - 1. The time clock starts with the issued Order to Proceed.
 - 2. Job is complete when the following three (3) requirements have been achieved:
 - a. Work approved by City Construction Coordinator
 - b. Clearance has been achieved (if required)
 - c. Permits finalized by Building Department
- B. The Contractor must notify the City in writing when requesting a time extension. The request must state the cause for delay and justify the extension requesting a specific additional period of time. Valid reasons for delay will be considered and a contract extension would be required. The Contractor will receive a formal letter of approval or denial.
- C. Projects that are not completed by the specified date will be penalized by a deduction in contract of \$50.00 per day; which will be deducted from final payment.

10. PAYMENTS AND RELEASE OF LIENS

- A. When a Contractor is ready to request a draw, the Contractor must sign the City's Payment Request Form and turn it in with his/her invoice (This form is given to the contractor at the pre-construction meeting). The Contractor must also turn in a Lien Release for his/her business as well as for any sub-contractor utilized on the job.
- B. **Payment will be made within thirty (30) days from receipt of duly approved invoice** as explained in the following steps:
 - 1. Construction Coordinator must inspect and approve/disapprove the work being invoiced:
 - i. Work must meet specifications.
 - ii. Permit must be final if job is complete.
 - 2. Construction Coordinator must obtain sign off by homeowner.

3. Construction Coordinator submits approved pay request / invoice to the Program Coordinator for payment processing. **At this point the invoice is considered duly approved.**
 4. The Program Coordinator verifies the items being invoiced match the specification of work and any change orders. The Invoice will be processed for payment.
- C. **Final Payment** will not be processed before Lead Clearance is achieved (if required). The Program Coordinator reviews the project for compliance to determine the Warranty, Lead Clearance and required Lien Releases are on hand and verifies with the Construction Coordinator that all punch list work has been completed. If there are any failed clearances the charge for the failed clearance will be deducted from the final payment.

11. CONFLICTS OF INTEREST (24CFR 92.356)

- A. The contractor shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to her/his knowledge, she/he or her/his immediate family, partners, or organization in which she/he or her/his immediate family or partner has a financial interest or with whom she/he is negotiating or has any arrangement concerning prospective employment. Officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. .

12. DISPUTES

- A. Complaints concerning the City's Rehabilitation Program should be made in writing to the Housing Program Manager. Disputes between the contractor and homeowner shall be reviewed by the Construction Coordinator and Housing Program Manager. Disputes that are not resolved will be turned over to the Department of Development Management.

13. CONTRACTOR TERMINATION

- A. A Contractor may be put on a 6-month suspension from the City of Canton's Department of Development Contractor Listing for the following reasons:
 - a. Poor Workmanship
 - b. Inappropriate and/or unprofessional behavior with Housing Rehabilitation Staff Members and/or homeowners.
 - c. Dishonesty or conspiracy to commit fraud on any documentation pertaining to the Housing Rehabilitation.
 - d. Not maintaining Lead Safe Certification, Worker's Compensation, Liability Insurance, EPA Certification and/or city of Canton license.
 - e. Not taking out permits for work.
 - f. Not obtaining Lead Clearance for 3 jobs within a 12-month period (if the job required a Lead Clearance).
 - g. Failure to work Lead Safe.
 - h. Failure to complete work within contract time period.
 - i. Failure to respond to city requests.
- B. A Contractor may be permanently removed from the City of Canton's Department of Development Contractor Listing for continuing to not adhere to city requirements after reinstatement from an initial 6-month suspension.

14. CONTRACTOR REINSTATEMENT

- A. A contractor may apply for reinstatement after a 6-month suspension.
 - a. The Contractor will be required to complete a contractor application.
 - b. The Contractor must submit the application with a letter explaining what facts caused the suspension and provide assurance that the same situation will not occur.
- B. Special conditions may be imposed upon the contractor by the Department of Development.
- C. A contractor cannot apply for reinstatement if permanently removed.