



## CONTRACTOR GUIDELINES

for the

### City of Canton Department of Community Development Rehabilitation Programs

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

#### Contractors Shall:

- Be registered with the City of Canton Building Department.
- Be bonded and provide proof of liability insurance.
- Provide proof of Workers' compensation.
- Provide proof of EPA Lead Safe Firm certificate.

Code of Federal Regulations  
40 CFR Subpart E - Residential Property Renovation  
§ 745.81 Effective dates. (4) **Work practices.**

(i) On or after April 22, 2010 and before July 6, 2010 all renovations must be performed in accordance with the work practice standards in [§ 745.85](#) and the associated recordkeeping requirements in [§ 745.86 \(b\)\(6\)](#) in target housing or child-occupied facilities, unless the renovation qualifies for one of the exceptions identified in [§ 745.82\(a\)](#). This does not apply to renovations in target housing for which the firm performing the renovation has obtained a statement signed by the owner that the renovation will occur in the owner's residence, no child under age 6 resides there, the housing is not a child-occupied facility, and the owner acknowledges that the work practices to be used during the renovation will not necessarily include all of the lead-safe work practices contained in EPA's renovation, repair, and painting rule. For the purposes of this section, a child resides in the primary residence of his or her custodial parents, legal guardians, and foster parents. A child also resides in the primary residence of an informal caretaker if the child lives and sleeps most of the time at the caretaker's residence.

(ii) On or after July 6, 2010, all renovations must be performed in accordance with the work practice standards in [§ 745.85](#) and the associated recordkeeping requirements in [§ 745.86\(b\)\(1\)](#) and [\(b\)\(6\)](#) in target housing or child-occupied facilities, unless the renovation qualifies for the exception identified in [§ 745.82\(a\)](#).

40 CFR 745.80(b) Individuals performing renovations regulated in accordance with [§ 745.82](#) are properly trained; renovators and firms performing these renovations are certified; and the work practices in [§ 745.85](#) are followed during these renovations.

<https://www.ecfr.gov/current/title-40/chapter-I/subchapter-R/part-745/subpart-E>

### **Rehabilitation Program Maximums:**

- The maximum grant amount for an Emergency Repair is \$6,500.
- The maximum grant/deferred loan for a Roof program is \$12,500.
- The maximum grant/deferred loan for a Minor Repair Project is \$5,000.
- The maximum grant/deferred loan for a Silver Safety program is \$5,000
- The maximum grant/deferred load for a Veterans Home Improvement is \$8,000
- The maximum grant/deferred loan for a Fire Prevention is \$5,000.
- The maximum grant/deferred loan for a Code Violation program is \$15,000.

### **GUIDELINES:**

- A contractor rotation is utilized for the Emergency Program.
- The city is required to obtain a minimum of two bids for non-emergency projects. The Construction Coordinator shall provide the Homeowners with a list of registered contractors to select from.
- Bids shall be submitted to the City of Canton's Department of Community Development in accordance with the *Invitation to Bid* instructions.
- Late bids will not be considered.
- All bids must be for the work specified in the *Scope of Work*.
- Contractor must sign *Contractor Agreement* within 72 hours after the Loan/Grant Processor sends the successful bid letter.
- The *Scope of Work*, including *Change Orders*, must be completed within 60 days of the Contractor signing the *Contractor Agreement*, unless a written extension request has been approved by the Construction Coordinator and the Housing Program Manager.
- The awarded Contractor may submit a Change Order with pictures and the cost of the additional work to the Construction Coordinator for approval *prior* to the work commencing.
- The Contractor shall incur all costs for any work done prior to authorized by the Department of Community Development.
- The Department of Community Development reserves the right to temporarily exclude any Contractor from bid notifications when the Contractor has multiple incomplete projects currently under contract with the department; and the Contractor does not have the capacity to complete all projects within the allowed time frame.
- The Contractor is expected to provide and install materials as stated in the *Scope of Work* 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 Department of Community Development's Construction Coordinator must approve all work and change orders to verify that the work is done in a workmanlike manner.
- 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.
- 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.

- Any work disturbing Lead must have photos of the containment systems submitted to the Construction Coordinator prior to job commencement.
- The Contractor, the Construction Coordinator and the Occupants must maintain professional communications.
- Contractors must submit Invoices to the Department of Community Development.
- Contractors will not be paid until the job is completed and any required permits have received “Final Approval” from the City of Canton Building Department.

## GENERAL CONDITIONS

### 1. PROPERTY EXAMINATIONS

- A. All bidders shall visit the property and examine all structures and fixtures to be affected by work to be performed under the contract. Bid specifications shall be understood to be consistent with existing conditions at the property. The Contractor shall be responsible for considering all unusual conditions or deviations to the *Scope of Work*, which exist at the time of their examination. 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 of Canton’s Construction Coordinator of any condition or repair not covered in the original *Scope of Work*, which is necessary for satisfactory completion.
- D. The City of Canton’s Department of Community Development shall have the right to inspect all work performed under the Contract at any time during the contract.
- E. The owner shall make the property available to the Contractor and City of Canton Department of Development during normal business hours.
- F. The Homeowner shall provide necessary utilities for the contractor to complete the project as intended.
- G. The Department of Community Development shall have the right to stop the installation of any unqualified material.
- H. The Department of Community Development have the right to perform a site visit to observe Lead Safe work practices on projects in which lead-based hazards have been identified. The department’s Construction Coordinator has the ability to issue a “Stop Work” order if proper containment guidelines are not adhered to; the EPA will be notified if there is contamination.
- I. A lead-based paint hazard will be identified with an \*L on the Scope of Work.

## 2. WARRANTY

- A. The Contractor shall warrant that all equipment or materials furnished under the contract, whether by the 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 inspection. Under this warranty, the Contractor shall remedy at their 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 determine if 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 and impose a penalty for the amount of the repair/replacement from another contractor.
- D. All manufacturer warranties regarding any work and material shall be enforced by the Contractor for the benefit of the Owner. The Department of Community Development requires all contractors to submit any warranties to the department's Construction Coordinator. The department will ensure that the homeowner receives all warranties.

## 3. PERMITS/CODES/LICENSES

- A. The Contractor must be licensed as a contractor with the City of Canton Building Department per that department's registration guidelines.
- B. Contractors must obtain all required permits through the City of Canton Building Department, and/or Civil Engineering, prior to job commencement.
- C. The Contractor shall have the permit inspected by the City of Canton's Building Department and the permit must have received a "**Final Approval**" prior to payment.
- D. Contractors must post all Building permits and Lead Certifications on site.
- E. Strict compliance with the Residential Code of Ohio and the City of Canton Codified Ordinances shall be observed. HOME funded projects must meet the Ohio Residential Rehabilitation Standards.
- F. Contractors are required to attend an 8-hour training and obtain a 5-year Lead Safe Renovator Firm certificate. The City requires a copy of the Lead Safe Renovator certificate for each Worker under the contractor's Firm certificate.

- G. Contractors shall comply with all Federal Lead Based Paint Regulations per HUD Lead Safe Housing Rule 24 CFR 35.
- H. A Lead Abatement Contractor must be utilized for all Lead work on projects over \$25,000.
- I. The Department of Community Development must ensure that all contractors are not debarred from the Federal Government System for Award Management (SAM); and shall not contract with a debarred contractor.

#### **4. MATERIALS**

- A. All materials installed shall be new, unless otherwise specified and approved. All materials must meet the minimum standard of medium grade quality.
- B. All products shall be installed, used or applied in accordance with the manufacturers' instructions.
- C. The Contractor shall be responsible for any work done by their sub-contractors.
- D. Materials and/or workmanship failing to meet required standards shall be replaced at the contractor's expense.
- E. All windows and doors shall be Energy Star - Zone 5 rated.

#### **5. WORKING IN AN OCCUPIED HOME**

- A. The Contractor is responsible for storage and safety of their personal tools and materials. The Occupant assumes no responsibility for damage, theft, or loss of property left on their premises.
- B. The Contractor and sub-contractors shall cover all carpets, rugs and furniture in their working area with plastic drop cloths.
- C. The moving of furniture and other materials to create a work space for the Contractor is the responsibility of the Occupant, unless specified otherwise in the *Scope of Work*.
- D. The Contractor shall provide the homeowner with a habitable residence at the end of each working day. A habitable residence shall include, a functional tub or shower, toilet, sink and faucet, as well as, functional electricity and HVAC. The property must have 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 to be addressed and the interim control measures being utilized. The contractor shall also provide the estimated time frame for the

completion of the project and when a clearance inspection will be necessary. The City's Construction Coordinator is responsible for approving the containment system prior to the start of the Lead safe work.

- F. The use of the bathroom facilities by the contractor shall be approved, but not required, by the homeowner.
- G. It is the responsibility of the Contractor to provide protection of injury and damage for all elements for work, material, apparatus, fixtures, free from injury or damage.

## 6. CLEANUP

- A. The Contractor shall keep the premises free of debris during the course of work. Materials and equipment that have been removed as part of the *Scope of Work* shall be removed from the property and disposed of properly by the Contractor.
- B. Waste from lead safe renovation activities must be contained to prevent releases of dust and debris and must be disposed of properly. At the end of each work day and at the conclusion of the renovation project, 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 in order to achieve clearance.
- D. 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 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 the *Scope of Work* that would be deemed necessary for satisfactory completion.
- B. Any changes to the *Scope of Work*, along with pricing and pictures, shall be submitted to the Construction Coordinator and shall be agreed upon by the Construction Coordinator, Contractor, and Homeowner; and meet approval of any Historic Review. An official *Change Order* will be created by the Construction Coordinator and must be signed by the Contractor, Homeowner and Housing Program Manager prior to the Contractor proceeding with the changed work detail. If a Contractor proceeds with work without an executed *Change Order*, the Contractor will do so at their own expense and will relinquish the City of any lien or legal action to be paid for said work.

## **8. LEAD CLEARANCE**

- A. The Contractor must notify the City's Construction Coordinator once the containment system is set-up for Lead work. The City's Lead Abatement Contractor must inspect the containment system before any work can be started. The Department of Community Development may request that the Contractor submits photos if the Abatement Contractor is not available at time of set-up.
- B. The Contractor must notify the City's Construction Coordinator when Lead renovation is complete and they are ready for a Clearance inspection - the Department of Community Development will order the Clearance inspection.
- C. The City will pay for the initial Clearance inspections. However, the contractor will pay for additional clearances required due to failed clearances at the fault of the Contractor. The cost of each additional clearance shall be deducted from the Contractor's final payment.
- D. When a Contractor has a failed Lead clearance inspection, the Department of Community Development will not award another project to that contractor until a passing Clearance inspection has been achieved.
- E. If a Contractor has had three projects with a failed Lead Clearance Reports, the Contractor will be put on a 6-month suspension from receiving any other projects from the Department of Community Development.

## **9. TIMELINE**

- A. The Contractor must satisfactorily complete the work within the time period indicated on the contract.
1. The Contractor must sign the *Contractor Agreement* within 72 hours of the Loan/Grant Processor sending the *Successful Bid* letter.
  2. The *Scope of Work*, including *Change Orders*, must be completed within 60 days of the Contractor signing the Contractor Agreement, unless a written extension request has been approved by the Construction Coordinator and the Housing Program Manager. The extension request must state the cause for delay and provide a reasonable timeframe for completing the project.
  3. Job is complete when all of the following requirements have been achieved:
    - a. Work has been approved by the City's Construction Coordinator
    - b. Lead Clearance has been achieved (if required)
    - c. Permits have received "Final Approval" from the City's Building Department
- B. 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 provides the Department of Community Development with an Invoice, they must also sign the *Payment Request* form. The Contractor must also sign a *Lien Release* for their business, as well as for any sub-contractor utilized on the job.
- B. Payment will be made within 30 days from receipt of an invoice approved by the Construction Coordinator and the Housing Program Manager.
- C. Payment approval is achieved when:
1. The Construction Coordinator has inspected and has verified that the invoiced work has been completed to the *Scope of Work*, that there are no longer any safety or code violations regarding this specific completed work and that the permit has received "Final Approval" from the City's Building Department.
  2. The Construction Coordinator has obtained a sign-off of approval from the homeowner.
  3. The Construction Coordinator must submit an approved *Pay Request*, *Invoice* and all approved document signed by the homeowner to the Housing Program Manager.
  4. Once the Housing Program Manager has verified all of the documentation, the Invoice will be processed for payment.
- D. Final Payment will not be processed before Lead Clearance is achieved (when required). 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 standard of conduct that shall govern the performance of its officers, employees or agents engaged in the administration and performance of contracts using federal funds. No officer, employee or agent shall participate in the selection, awarding or administration of a contract in which federal funds are used, where, to their knowledge, they or their immediate family, partners, or organization in which they or their immediate family, partner or organization has a financial interest; or with whom they are 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 conduct shall be handled with disciplinary action. All procurement transactions shall be conducted in a manner in which to provide, to the maximum extent practical, open and free competition.

## **12. DISPUTES**

- A. Complaints concerning the Department of Community Development Rehabilitation programs should be made in writing to the Housing Program Manager. Disputes between the contractor and the 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 Community Development's Director.

## **13. CONTRACTOR TERMINATION**

- A. A Contractor may be put on a 6-month suspension from the City of Canton's Department of Community Development contractor list for the following reasons:
- a. Poor Workmanship
  - b. Inappropriate and/or unprofessional behavior with the department's staff members and/or homeowners.
  - c. Dishonesty or conspiracy to commit fraud on any documentation pertaining to the any rehabilitation programs.
  - d. Not maintaining all licensures: Lead Safe certification, Workers' Compensation, Liability insurance, EPA certification and City of Canton registration.
  - e. Not securing permits for work to be completed within the City of Canton's corporate limits.
  - f. Not obtaining Lead Clearance for three jobs within a 12-month period (when required).
  - g. Failure to work "Lead Safe."
  - h. Failure to complete work within the 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 Community Development contractor list for continuing to not abide by the City's requirements, after reinstatement from an initial 6-month suspension.

## **14. CONTRACTOR REINSTATEMENT**

- A. A contractor may apply for reinstatement after a 6-month suspension, provided that the Contractor shall submit in writing an explanation of what the suspension entailed and what the Contractor will do to remedy the situation so that it will not happen again in the future.
- B. The Contractor will be required to resubmit a Contractor application.
- C. Special conditions may be imposed upon the Contractor during this reinstatement, at the discretion of the Department of Community Development.
- D. A contractor cannot apply for reinstatement if permanently removed.