

**City of Erie, PA**  
**Rehabilitation Standards**  
**Updated 4/18/2012**

The City of Erie has adopted the following, written rehabilitation standards to provide a common basis for contractor bids. This ensures that all contractors are bidding work using identical methods and material. Subrecipients that receive funding from the City's Community Development Block Grant (CDBG), HOME, or Emergency Solutions Grant (ESG) programs must adhere to these standards in their CDBG, HOME or ESG contracts.

**ROOFING**

**A. ROOF MATERIALS**

- a. Remove Any Yankee gutters and strip existing roofing materials to deck (ALWAYS).
- b. All roof replacements are to include re-pointing and flashing (step flashing and counter flashing) of chimney(s) to obtain a moisture resistant seal.
- c. Use approved manufacturer underlayment; identified in the scope of work; GAF or equivalent.
- d. Install new shingles that are a minimum 30yr. fiberglass/asphalt, architectural shingles.
- e. Install a Modified Bitumen on pitches of less than 3/12. Apply 2 layers of base with 1 layer of modified bitumen (smooth or granular) to receive a 15 year system rating.
- f. Install ice/water shield at all eaves and valleys, extend to a point at least 24 inches inside the exterior wall line of the building.
- g. Replace all flashing, with roofing tin (not aluminum).
- h. Provide kick out flashing were necessary.
- i. Use new metal vent boots on all roof penetrations, discard old vent boots.
- j. Use wide (2 ¼") aluminum drip edge.
- k. ERA inspection is required upon removal of existing roofing materials, and other inspections as deemed necessary. New sheeting will be used as an underlay when existing sheeting is deemed by ERA and the Contractor to be damaged, rotted or otherwise unusable.
- l. Install Ridge ventilation system (ShingleVent II or similar)
- m. A one-year guarantee against leakage is to be provided to the homeowner.

**SIDING, SOFFIT, FASCIA, AND GUTTERS**

**A. SIDING**

- a. Siding will be vinyl, 8" double 4" type .040 and will include all necessary accessories as per the manufacturer's recommendations. Product must be from reputable manufacturer such as Mastic or equivalent. Proof of specifications is required via purchase receipt. Lead safe work practices must be used.
- b. Cover building with house wrap and tape all seams, or cover building with ¼ inch fanfold and tape all seams especially under all windowsills as per manufactures specifications.
- c. All trim accessories shall match siding color and texture.
- d. If CDBG or Home funding is being used, Install 3" house address per City of Erie's Uniform Construction Code.

**B. SOFFIT and FASCIA**

- a. All fascia, soffit, rakes, and molding including those on front, side, and back porches are to be boxed in or enclosed with aluminum/vinyl covering to provide protection from the elements.
- b. All damaged or deteriorated wood located at the fascia, soffits, rakes, and molding is to be replaced with dimensional pine stock to provide for an adequate support and nailing surface. All soffit material is to be of the ventilating type, unless directed by ERA. Use Universal Triple 4" full vent soffit or equivalent
- c. Holes or slots are to be cut in each rafter space to allow proper function of ventilating soffits.
- d. Any enclosure of lead painted items must comply with standard lead abatement techniques.

### C. GUTTERS & DOWNSPOUTS

- a. Replacement gutters and downspouts are to be new. The new gutters are to be 5" K- style or equal, .027ga. aluminum seamless, with necessary downspouts and accessories. All joints are to be screwed.
- b. All horizontal joints are to be sealed against leakage. Downspouts are to be installed at each corner and major offset; secured with mounting straps installed a minimum of 48" o/c.
- c. All NEW gutters must be installed with a hidden hanger system.
- d. Downspouts, elbows, extensions and splash blocks are to be installed insuring storm water is properly directed away from the structures foundation walls per City of Erie's Uniform Construction Code and with a minimum of 3 feet extension away from the structure, so as not to create a nuisance or encroachment.
- e. Color to be white unless otherwise specified.

### WINDOWS

#### A. BASEMENT WINDOWS:

- a. All basement windows units are to be glass block with a 6" x 16", vinyl, tilt out, double-glazed window insert with screen.
- b. Install new glass block basement windows, manufactured to fit existing window size. Replace all damaged or deteriorated wood with dimensional treated lumber necessary to provide for proper installation of the window units. The mortar for installation of the basement windows will be type N.
- c. If no dryer vent currently exists through rim board or base of house, dryer vent will be installed in the glass block window closest to the dryer. If dryer vent currently exist through the rim board or base of house, glass block window need not include dryer vent except at the request of homeowner. Dryer vent location must be code compliant.

#### B. WINDOWS:

- a. Installation of new windows include the replacement of all damaged or deteriorated wood with dimensional pine stock necessary to provide for proper installation of the window units.
- b. Fill all voids with a closed cell, minimal expanding, polyurethane insulating foam sealant
- c. All non basement window units are to be double hung, solid vinyl, fusion welded, double pane glass, low-e, argon gas, with at least ½ screens.

**Approved manufacturers: Polaris, Simonton. Other manufacturers must be approved by ERA before installation**

- d. Windows located in bathrooms will include tempered privacy glass.
- e. Install casing, apron and stool trim on all windows where none currently exists. Match existing trim patterns and material as close as possible.
- f. Paint all trim around the windows
- g. Caulk exterior perimeter of windows between j-channel and wrapping, to provide a weather tight envelope.
- h. Caulking will be 100% silicon or Quad exterior grade
- i. Color to be white unless otherwise specified.
- j. Remove storm windows only from windows to be replaced. Contractor shall give Homeowner the option by to keep old storm windows. If homeowner does not want storm windows, contractor will dispose.

#### C. EXTERIOR WINDOW WRAPPING:

- a. Wrap specifications .024 gauge aluminum coil stock with accessories. Fasten properly and neatly caulk all edges. Wrap all sides of window frames unless specified. Color to be white unless otherwise specified.

## EXTERIOR DOORS AND LOCKSETS

### A. EXTERIOR DOORS :

- a. Fill all voids with a closed cell, minimal expanding, and polyurethane insulating foam sealant.
- b. Doors shall close tight. Replace all damaged or deteriorated wood with dimensional pine stock necessary to provide for proper installation of the door units.
- c. Threshold shall be embedded in 100% silicon supported and sealed.
- d. Include interior casing matching existing trim patterns as close as possible on all doors where needed.
- e. Replace all locksets on remaining exterior doors to be keyed alike (see locksets below).
- f. Caulking will be 100% silicon or Quad exterior grade or equivalent.
- g. All doors will be sized 6'8" standard size. Size of door opening may be adjusted to accommodate new door and frame assembly. Exceptions will be determined by ERA on a case by case basis.
- h. New doors are to be metal clad, pre-hung units with 3 light, 9 light half glass or fan light hinges, threshold, brick mold. Manufacturers are to be **Jeld-Wen, Thermatru, Reliabilt, or equivalent.**

**EXISTING SCREEN/STORM DOORS WILL NOT BE RE-INSTALLED AS PART OF THIS SCOPE OF WORK DUE TO POTENTIAL RE-SIZING OF EXTERIOR DOOR FRAME**

### B. LOCKSETS :

- a. Approved locksets are those manufactured by Schlage, and Kwikset
- b. Lock-set and deadbolt protection must be installed correctly with all security features.

## PORCH AND DECK REPAIR

All Lumber shall be #1 pressure treated lumber.

### A. PORCH / DECK REPAIR:

- a. Lattice and supporting lumber will be treated grade. Lattice will be supported at both top and bottom with an intermediate support placed at 4-foot on center and will be at least ½ inch in thickness. Bottom support will be full length and properly secured at ground level to prevent movement.
- b. Enclose front porch box beam and front/side banister with .024-gauge aluminum coil stock. Fasten properly and caulk all edges and seams to create a lead safe enclosure.
- c. Enclose porch ceiling with vinyl soffit material. Include all manufacturer recommended attachments and accessories and caulk and seal all edges to create a lead safe enclosure.
- d. Enclose porch deck with ½ inch treated plywood, sealed at all seams and edges then stained or painted per homeowner's preference

## STAIRS

### A. INTERIOR STAIRS & HANDRAILS:

- a. Code compliant handrail/guardrail is to be installed at the attic stairs. The guardrail in the attic will provide protection around the attic stair opening located at the attic floor level and be constructed of standard 2 x 4 rails and 2 x 2 balusters spaced to not allow the passage of a 4" sphere.
- b. All interior handrails shall be returned to the wall at both ends
- c. Handrails shall be provided at least on one side of the stairway installed 34" to 38" measured vertically from the sloped plain to the nose of the tread
- d. Stairs will be constructed of treated 2 x 12 cut out stringers and standard lumber 2 x 12 treads. Include a code compliant handrail per City of Erie Uniform Construction Code.
- e. Basement stairs are to be covered with a vinyl or rubber runner secured with caulking and nails.

## **B. EXTERIOR STAIRS & HANDRAILS:**

- a. Construction will be of treated lumber, 4 x 4 posts, 2 x 12 cutout stringers, 2 x 12 treads, 2 x 4 rails and 2 x 2 balusters spaced to not allow the passage of a 4" sphere. Risers will be closed and meet current code standards.
- b. All construction will be properly secured and fastened to provide the intended protection per City of Erie Uniform Construction Code.
- c. Demolish existing and install new cellar stairs. Stairs will be constructed of treated 2 x 12 cut out stringers and standard lumber 2 x 12 treads. Include a code compliant handrail per City of Erie Uniform Construction Code.

## **INTERIOR DOORS**

### **A. INTERIOR DOORS:**

- a. Doors shall be hollow core, composite interior doors hung on existing jambs, replace with flush face or six panels (homeowner choice). Use standard passage locksets and privacy locksets. Doors will be painted or stained with two coats of medium grade interior latex paint or medium grade stain w/sealant.
- b. All doors will be sized 6'8" standard size. Plane down doors to fit smaller frame. Box top of frame if higher than door.
- c. Replace jamb stops with new to match existing
- d. Install casing around doors. Match existing trim patterns and material as close as possible.

## **INTERIOR PAINTING AND PLASTER REPAIR**

### **A. PAINT STABILIZATION, PAINTING, & PLASTER REPAIR**

- a. All surfaces are to be wet scraped or sanded as needed to remove loose surface material. Surface contaminants are to be removed by thorough cleaning / de-glossing, cleaning with detergent and follow-up rinse. The following items/components are to be primed and covered with two coats of medium quality acrylic latex paint, and plaster repair, overlay if noted.
- b. Client shall be given a choice 1 wall color and 1 trim color by Contractor.
- c. Clear coat shall be used on trim and floors when existing surface is unpainted or has been previously varnished or clear coated.

### **B. WALL/CEILING OVERLAY**

- a. Overlay with ½" Drywall, using screws long enough to secure to existing framing.
- b. Paint to match existing color.

## **FLOORING**

### **A. FLOORING**

- a. Vinyl: Cap floor with 1/4-inch luan and install new medium grade sheet vinyl flooring minimum 1/16th inch thickness.
- b. Carpeting - Install medium grade carpet and separate 6 lb foam padding. Install carpet using tackstrips around the perimeter of the room and tightening the carpet with a carpet kicker.
- c. Seal all seams and provide transition strips as needed.
- d. Repair sub floors as needed.
- e. Install transition strips at all doorways and install paint grade pine base shoe at perimeter of flooring.
- f. Homeowner will have choice of in stock colors and textures.

## **ELECTRICAL**

### **A. Electrical System**

- a. Install all branch circuit wiring, fixtures, and devices throughout the dwelling unit as required by ERA scope of work
- b. All new electrical work is to comply with City of Erie and NEC. This work is to comply with the current version of the International Property Maintenance Code (IPMC) or International Residential Code (IRC).
- c. All new service panels should be no less than 100 Amp, three wire, code approved panel.
- d. All new wiring is to be installed inside of walls, except where may be cost prohibitive, such as ceilings. In the event that wiring is to be installed through conduit outside of wall or baseboard rather than inside of wall, prior approval by ERA, contractor, and homeowner must occur.

- e. Closets with existing light fixtures are to be made safe and code compliant by installing new incandescent or fluorescent fixtures as clearances allow.
- f. Bathrooms will have moisture ventilation installed; this unit must be properly vented to the exterior of the home. NuTone 50 CFM Bath Fan with Light (Model # 763RLN) or approve equal.
- g. NOTE: If there are CSST or similar type gas lines on the property, the electricians must bond this pipe with a minimum of a number 6 copper.

## **PLUMBING**

### **A. Plumbing System**

- a. Install new supply lines, drain lines, p-traps, shut-off valves, and fixtures as outlined in ERA scope of work
- h. All new plumbing must comply with City of Erie, International Property Maintenance Code (IPMC) and/or International Residential Code (IRC).
- b. A rigid overflow pipe is to be installed (code approved material) on all water heater pressure relief valves. This pipe is to extend to within 6" of the floor. Install new flue connector on hot water tank.
- c. Code approved outside frost resistant hose bibs are to be installed (per scope).
- d. Water heater is to be minimum 40 gallon, gas. Vent is to be code compliant material properly vented to the exterior.
- e. All old and unused; drain, supply and gas lines are to be removed from the home.

NOTE: When installing a new hot water tank, a mechanical permit must be pulled.

## **HVAC**

### **A. Furnace**

- a. Remove existing and install a new 90% AFUE- (energy star only), gas fired furnace. Include all required gas plumbing and electrical circuitry. Include filter boot on cold air return.
- b. Install digital setback type thermostat.
- c. Install manually operated dampers to allow proper balancing of system. Use existing ductwork and floor registers.
- d. Install additional heat runs as needed to insure heating of all rooms. Seal and insulate all ducts. check for correct airflow.
- e. NOTE: When installing a new furnace, a mechanical permit must be pulled.

## **SMOKE DETECTORS**

### **A. Smoke Detector Location**

- a. Install 10 year lithium battery powered smoke detectors per the City of Erie's Uniform Construction Code.
- b. Install 10 year lithium battery powered carbon monoxide detectors per the City of Erie's uniform Construction Code.

## **BARE SOIL**

### **A. Front / Rear / Side Yard**

- a. Till or mulch all bare soil areas containing lead around the house to minimum of 4 inches deep, compact soil by rolling seed with cypress mulch, or cover with premium grass seed and straw.  
**Area within 4 feet of home must be treated. Play areas will be evaluated separately.**

## **CLEANING, RELOCATION AND CLEARANCE TESTING**

### **A. Cleaning, Relocation and Clearance Testing**

- a. Prior to clearance testing all horizontal surfaces located in all living areas of the home must be thoroughly cleaned to remove any residual lead dust. HEPA vacuums and EPA approved lead cleaning methods must be utilized. All areas of the home must be cleared of any construction related dust and debris. Prior to clearance testing a visual inspection of all spaces will be conducted. This visual inspection must be passed before dust samples are collected.
- b. The client will be relocated during the entire period of interior work involving items that will increase the lead hazard either directly or indirectly.
- c. All work of this nature is to be held until the end of the project at which point all full time residents will be relocated. At the close of this work, final clearance testing is to be performed and the client

- returned to the home when clearance testing is passed.
- d. Relocation will be at the expense of the Erie Redevelopment Authority for only the number of days stated in the contract. Any costs related to additional relocation time will be at the contractor's expense.
  - e. The cost of the 1<sup>st</sup> clearance test will be at the expense of the Erie Redevelopment Authority. The clearance test results must show acceptable lead dust levels. The dust levels must be shown to be below the recognized hazard levels and will be reported in ug/sq. ft. (micrograms per square foot). If clearance testing shows levels at or higher than 40 ug/sq. ft. for floors, 250 ug/ft. sq. for window sills and 400 ug/ft. sq. for window troughs, then further cleaning and clearance testing will need to be performed, at the contractors expense.
  - f. If windows are not changed, existing windows must be thoroughly washed and cleaned including sills and trough as to pass clearance.

## PROGRAM REQUIREMENTS

After the contract has been signed, no parties are to deviate from the scope of work without signed authorization from ERA, Contractor, and homeowner. Include all necessary permit costs in your final estimate. A Risk Assessment has been performed on this home by the firm named below and is available at the offices of the Redevelopment Authority of the City of Erie:

Attendance of the bid walkthrough is mandatory to be eligible to submit bids on this project.

-All ERA measurements are approximate in this estimate. Field measurements are required for work completion / bids.

**-If property is located in the City of Erie, all work performed under this contract will be covered by the City of Erie Rehabilitation Standards, City of Erie Uniform Construction Code and the International Property Maintenance Code as amended. City of Erie building permits, when required, are to be in place prior to the start of work being performed.**

-Prior to beginning this project all lead based paint abatement notification requirements must be met. Copies are to be provided to the Erie Redevelopment Authority. Notification requirements are listed below:

**§203.10. Contractor notification requirements:** (Commonwealth of Pennsylvania Labor and Industry Regulation)

(a) *Notification.*

(1) Lead-based-paint abatement contractors shall notify the Department before engaging in any lead-based paint Abatement project in the manner prescribed by the Department.

(2) Notification shall be postmarked or hand delivered to the Department at least 5 business days prior to the project start date. The Department will accept notification by fax at least 5 business days prior to the project start date if followed by original written and signed notification.

(3) In the case of an emergency project, verbal notification shall be given immediately to the Department and written notification shall be provided to the Department within 1 business day of the emergency. Notification by fax in emergencies is acceptable if followed by original written and signed notification.

(b) *Changes to notification.*

(1) If there is a change in any of the information provided on the notification form, the contractor shall immediately notify the Department of the changes in the manner provided in subsection (a)(3), provided that:

(i) In the case of a postponement of the start date, the contractor provides the Department with Immediate verbal notification and submits written confirmation of the postponement within 1 business day before the original start date.

(ii) In the case of an advancement of the start date, the contractor provides the Department with written notification of the advancement at least 5 business days prior to the new start date.

(iii) Notification by fax is acceptable if followed by the original written and signed notification.

(2) Notification to the Department does not relieve the lead-based-paint contractor of the responsibility for making written notification as may be required by a municipality, agency of the Commonwealth, or agency of the Federal government.

Homeowner retains all responsibility for maintenance of home. Correction of code deficiencies not addressed in this scope of work, are the responsibility of the homeowner.  
All items contained in this scope of work are guaranteed for one year from date of final inspection.

**If the owner desires higher quality, or special order materials or products that are not specified in this scope of work,** a separate written agreement is to be initiated by the Contractor, and all additional costs will be the responsibility of the homeowner. Only items identified in the scope of work are to be accomplished. Extra work agreed to between the Contractor and Homeowner shall be accomplished after the final inspection has occurred and the project is complete. ERA hereby divests itself from any responsibility with regard to agreed upon work performed between the homeowner and Contractor that is not a part of this scope of work.

All materials used must meet or exceed the specifications contained in this document. Materials that differ from those expressly required in this scope may be substituted only with the express written permission of the Redevelopment Authority Program Manager, the property owner and the contractor. Permission will be granted in the form of a change order only.

All materials (light and plumbing fixtures, paint, floor coverings, i.e.) are to be what is generally considered to be medium price and quality range and selected from standard, in stock inventory. Any color of paint and or style/pattern of materials and fixtures are to be selected by the owner from standard, in stock inventory.

Any work items to be performed, where existing painted surfaces are affected, are to comply with the Lead Based Paint Act 24 CFR-35 Title X and Act No. 195-44 PA Lead Certification Act. Any work items to be performed are to comply with local codes, ordinances, applicable standards, accepted construction practices and or manufacturer recommendations for product use.

Any paint stabilization is to include removal of all loose paint, feathering of all paint edges and sanding or de-glossing all surfaces to provide a solid bond and priming.

Use lead safe work practices at all times. Adequate worker and occupant protection will need to be used prior to, during and after work is complete (use of respirators, hepa vacuum, wet sanding/scraping, barriers, enclosures, proper cleaning techniques, lead specific detergents, disposal, etc).

**Lead Hazard Control Work Only: After work is complete, and prior to payment authorization, clearance testing by specific dust wipe sampling and laboratory analysis must be performed.**

Note: Sampling will be performed at work areas and or areas adjacent to areas affected by such work as required by HUD and EPA sampling protocols.

**All hazardous materials must be handled as follows:**

Waste Disposal: Waste disposal will be handled according to the requirements of the Occupational Health and Safety Administration (OSHA) (e.g., 29 CFR part 1910 and/or 1926, as applicable), the EPA (e.g., 40 CFR parts 61, 260-282, 300-374, and/or 700-799, as applicable). The Department of Transportation (e.g., 49 CFR parts 171-177), and/or appropriate State or local regulatory agencies and applicable EPA, HUD, State and local regulatory agency guidance. You must handle disposal of wastes from hazard control activities that contain lead-based paint, but are not classified as hazardous in accordance with State or local law or the HUD Guidelines for the Evaluation and Control of Lead-Based Hazards in Housing (HUD Guidelines). The HUD Guidelines may be downloaded from the HUD Web site at <http://www.hud.gov>.

**Upon signing of Contractor/Homeowner Agreement, any deviation from the scope of work must be properly justified, documented, and approved by all parties including the Funding Administrating Agency. All products must be installed per manufactures specifications. Properties in the City of Erie must adhere**

**to the City of Erie's Uniform Construction Code.**

## **OTHER PROGRAM PROVISIONS**

1. Contractor's bid and proposal must be submitted to 626 State Street, Suite 107 Erie PA
2. The bid and proposal must be accepted by the owner within 30 days from the date of receiving the proposal, but no work shall be commenced by the contractor until he has received a written proceed order from the owner.
3. If accepted, the owner shall issue a written proceed order within 30 days from the date of acceptance of the contractor's bid and proposal. If the order is not received by the contractor within this 30 day period, the contractor has the option of withdrawing his bid and proposal.
4. Payment shall be made in progress payments as work progresses, such progress payments shall be on the basis of 90% of the amount due for work satisfactorily completed. The remaining 10% shall be held by the Erie Redevelopment Authority as retainage until final payment. Progress payments (limited to three) and final payment due the contractor will be paid within 30 days after the Erie Redevelopment Authority receives the contractor's invoice and satisfactory releases of liens or claims for liens by the contractor, subcontractors, laborers and material suppliers for completed work or installed materials.
  - a. The Redevelopment Authority is authorized to disburse funds under its control relating to this project, at its discretion, either in accordance with its inspector's report of progress or in accordance with the terms of any agreed upon disbursement schedule. Please note that the Redevelopment Authority's inspector is not an architect or engineer. His or her reports will encompass only the visual progress that has been made as of the date of each inspection. Neither he nor she nor the Redevelopment Authority shall assume any liability for the manner of construction, structural quality or quantity of work performed.

The Redevelopment Authority's disbursement of funds shall be paid by Redevelopment Authority check payable to the contractor(s) or supplier(s). Such payments shall not be released by the Redevelopment Authority until such time as the Redevelopment Authority is satisfied that the quantity of work, quality of materials and workmanship for which the funds are being disbursed is satisfactory. Any disputes regarding the same must be resolved either amicably or by resort to applicable legal process.
  - b. In the event that any form of dispute arises between the owner and the contractor with regard to completion of a contract and the workmanship, manner or completion of the contract within a reasonable length of time, it shall be incumbent upon the owner to raise such issues with the contractor independently. The Redevelopment Authority has established a policy with regard to the arbitration of such disputes, a copy of which policy may be obtained directly from the Redevelopment Authority. To the extent that such issues cannot be resolved amicably between the parties, the owner shall proceed to seek those remedies available to him, her or them under applicable law.
5. The contractor shall be responsible for all damages to persons or property that occur as a result of his, her, their or its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the owner and the Redevelopment Authority, whether or not the same has been covered in whole or in part payments made by the owner.
6. Contractors who demonstrate an inability to complete contracts in a workmanlike manner, or exceed the completion date for rehabilitation projects beyond a reasonable length of time, as defined by the Redevelopment Authority, may be relieved from the project, and a qualified contractor will be designated by the Redevelopment Authority and the owner for the completion of the project. Payment for work performed will be on a case by case basis.
7. The contractor shall not deviate from the work identified in the project specifications unless such additional work shall be approved by the Redevelopment Authority and appropriate arrangements have been made between the contractor and the owner for the payment of the cost of such deviations. In no way shall the Redevelopment Authority be responsible for the cost of any deviations from the original specifications unless the Redevelopment Authority specifically agrees to fund the same in writing.
8. The contractor shall at all times during the project identified herein:
  - a. Furnish and update evidence of (1) comprehensive public liability insurance coverage ensuring to the



benefit of the owner for not less than \$2,000,000 combined in the event of bodily injury including death in the event of property damage arising out of the work performed by the contractor, and (2) workman's compensation insurance. Such evidence of insurance shall be in the form of a certificate with a ten (10) day cancellation notice. Failure to maintain insurance shall be considered sufficient reason for the Owner to terminate the Contract.

b. Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

c. Carry during the life of the contract, Contractual Liability Insurance to protect and hold harmless the owner in accordance with Section 8 of this bid and proposal.

d. Perform all work in conformance with applicable local codes and requirements.

e. Keep the premises clean, safe and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall become the property of the contractor.

f. The rights of contractor under this Agreement shall not be assigned by contractor without the prior approval of the Authority and the owner. No such Assignee by virtue of any assignment approved by the Authority shall have any greater rights against the Authority or the funds involved in this Agreement than those of the contractor.

g. Guarantee the work performed for a period of one year from the date of final acceptance of all the work set forth in the contract. The contractor shall furnish to the owner, in care of the Redevelopment Authority, all manufacturer' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

h. Permit the Redevelopment Authority, the U.S. Government or its designee to examine and inspect the rehabilitation work.

i. **THE CONTRACTOR SHALL NOT PERFORM ANY WORK NOR PERMIT ANY SUBCONTRACTOR TO PERFORM ANY WORK NOR ALLOW MATERIALS OR SUPPLIES TO BE DELIVERED TO THE WORK SITE PRIOR TO RECEIPT FROM THE REDEVELOPMENT AUTHORITY OF A NOTICE TO PROCEED. ANY SUCH WORK PERFORMED BY CONTRACTOR OR A SUBCONTRACTOR OR ANY MATERIALS DELIVERED TO THE SITE PRIOR TO THE ISSUANCE OF SUCH PROCEED ORDER SHALL NOT BE ELIGIBLE FOR PAYMENT THROUGH THIS PROJECT.**

9. The contractor shall abide by the following conditions pertaining to equal employment, if applicable.

a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The contractor will take affirmative action to ensure that successful applicants are employed, and the employees are treated during employment without regard to their race, creed, color, sex or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause.

b. 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, creed, color, sex or national origin.

c. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the property owner, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in whole

or in part, and the contractor may be declared ineligible for further government agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by Law.

g. The contractor shall include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the property owner 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 with a subcontractor or vendor as a result of such direction by the property owner, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

i. Lead hazard abatement is a dangerous task. Safety precautions should be strictly enforced when workers are engaged in lead hazard abatement.

10. The owner shall:

a. Permit the contractor to use at no cost existing utilities such as light, heat, power, and water reasonably necessary to the carrying out and completion of the work.

b. Cooperate with the contractor to facilitate the performance of the work, including access to the property, removal and replacement of rugs, coverings, and furniture, as necessary.

c. Not enter into any contract with any other contractor that will be ongoing during the performance by the contractor named herein of the work specified in the project specifications without the prior written approval of the Redevelopment Authority.

d. Allow the contractor reasonable access to the property during normal business hours to enable the contractor to carry out and complete the work.

**Failure of the owner to satisfy any of the above requirements shall constitute a default under this and all of the incorporated agreements.**

11. The premises are to be occupied during the course of the construction work, if applicable.

12. In the event that Redevelopment Authority, upon further inspection, determines that the Property contains additional violations of the current building, housing or other safety codes, the Redevelopment Authority shall have the unilateral right to modify this agreement to provide for the correction of such identified violations of building, housing or other safety codes. Such modifications to the Agreement may require the elimination of certain non-code required items identified in the "Work Write-Up." The elimination of such items from the "Work Write-Up" shall be done solely to allow for correction of the identified code violations. To the extent that the Owner desires these eliminated items to remain a part of the "Work Write-Up", the owner shall be required to personally contribute additional funds to the Project sufficient to pay for the cost of such eliminated items. The Redevelopment Authority shall have no liability to the Owner or the contractor for the completion of the eliminated items. Similarly, the Redevelopment Authority shall have no liability for the additional costs incurred by Owner for such eliminated items.

13. The contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 940; 62 Stat. 862; title 18 U.S.C., section 847; and title 40 U.S.C., section 276C) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of statements required of subcontractors there under except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

14. No Member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement, proceeds of this loan or to any benefit to arise from the same.

No officer, employee, or member of the governing body of the owner who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Agreement pertains shall have any private interest, direct or indirect, in the Agreement.

16. Final payment on the contract amount will be made only after satisfactory final inspection and acceptance of all the work performed by the contractor and the contractor has furnished the owner (in care of the address shown in Item 15) satisfactory releases of liens or claims for liens by the contractor, subcontractors, laborers, and material suppliers.

17. The contractor must commence work within 10 days after issuance of the proceed order by the owner.

18. The contractor must satisfactorily complete the work within 30 days after the issuance of the proceed order.

19. The contractor and the owner will sign a contract to consist of the Rehabilitation Program Contract/Agreement (attached); the Bid and Proposal; the specifications and terms set forth therein are hereby incorporated herein by reference. To the extent that any reference is made herein to specifications, the same shall be defined as those specifications set forth in the Redevelopment Authority identified as Work Write-Up.

21. For the considerations named therein, the contractor proposes to furnish all the material and perform all work described in, and in accordance with, the signed workscope.

I have read this document, and agree to abide by all terms herein.

\_\_\_\_\_  
NAME OF CONTRACTOR/COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR/COMPANY AGENT

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

I have read this document, and agree to abide by all applicable terms herein.

\_\_\_\_\_  
HOMEOWNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
HOMEOWNER

\_\_\_\_\_  
DATE