

HERITAGE HOME PROGRAM (HHP)
**A Linked Deposit Program of the Cuyahoga County Treasurer and
the Cleveland Restoration Society**

Cleveland Restoration Society
3751 Prospect Avenue, Cleveland, Ohio 44115
(216) 426-3116
Fax: (216) 426-1975

BID SPECIFICATIONS

HHLF funds cannot be used to fund the purchase or installation of the following items:

- Vinyl siding
- Vinyl windows
- Swimming Pools
- Hot tubs
- Decks

Appropriate permits shall be secured through the Building Department of the city that the work is being completed in and the contractor shall be registered with such Building Department in order to secure permits.

**ALL REHAB AND INSTALLATION MUST BE PER CITY BUILDING CODES
AND MANUFACTURER’S SPECIFICATIONS.**

**PROJECT COSTS EXCEEDING CONTRACT AMOUNT ARE TO BE PAID BY
HOMEOWNER(S).**

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TABLE OF CONTENTS

Article I. INSTRUCTIONS TO BIDDERS	2
<i>Section 1.01 BIDDING & CONTRACT REQUIREMENTS</i>	<i>2</i>
<i>Section 1.02 SITE CONDITIONS & OCCUPATION.....</i>	<i>2</i>
<i>Section 1.03 PERMITS</i>	<i>3</i>
<i>Section 1.04 SCHEDULING</i>	<i>3</i>
<i>Section 1.05 CLOSING & GUARANTEES</i>	<i>3</i>
Article II. GENERAL REQUIREMENTS.....	4
<i>Section 2.01 PERFORMANCE STANDARDS</i>	<i>4</i>
<i>Section 2.02 MATERIALS & EQUIPMENT</i>	<i>4</i>
<i>Section 2.03 TEMPORARY FACILITIES</i>	<i>5</i>
<i>Section 2.04 CLEAN-UP</i>	<i>5</i>

Article I. INSTRUCTIONS TO BIDDERS

Section 1.01 BIDDING & CONTRACT REQUIREMENTS

- (a) **Bid Amount:** Shall include materials, labor, permit and/or review board fees and all applicable taxes.
- (b) **Cleveland Restoration Society reserves the right to refuse financing any work not outlined in the original bids.**
- (c) **Bid Specifications:** This document is a contract between the homeowner and selected contractor. The Contractor should examine all parts of the Bid Specifications. Failure to do so will not relieve the contractor of any responsibilities delineated therein. These Bid Specifications are copyrighted material and may not be reused or reproduced in any way that is not associated with this job.

Section 1.02 SITE CONDITIONS & OCCUPATION

- (a) **Examination of Site Conditions:** The contractor shall examine the premises in order to become familiar with the existing conditions and limitations under which the work shall be performed. The contractor shall alert CRS to any discrepancies between Bid Specifications and actual existing conditions. Failure to make these examinations will not relieve the contractor of his/her obligation toward performing the labor and/or furnishing the materials that are required to complete each project in accordance with the true intent of the specifications.
- (b) **Acceptance of Existing Conditions:** The contractor shall make allowances for conditions as found and shall not, at any time after the execution of the contract, make claims based upon insufficient data or incorrect assumed conditions. Having examined both the site and Bid Specifications, the contractor shall not claim any misunderstanding in regard to the nature, conditions, or character of the work to be done under this contract during its progress. The contractor will assume all risks resulting from any damages that may occur during the progress of work.
- (c) **Verify In Field:** The Contractor shall verify all measurements and quantities in the field. CRS assumes no liability for the accuracy of such measurements and statements of quantity.
- (d) **Asbestos:** City and state health departments shall be contacted for any suspected asbestos containing materials. Identification, testing, and removal to a legal disposal site shall be done by a licensed asbestos abatement contractor in accordance with all applicable regulations. Clearance reports shall be submitted to homeowner.
- (e) **Site Occupation:** Before commencement of work, contractor shall consult homeowner to establish work areas that will not inhibit homeowner's continued occupation or use of existing buildings, driveways, parking areas, and walkways while work is in progress. Operating systems and utilities servicing the site shall be maintained during the progress of the contracted work, except for periods as defined in a mutually satisfactory schedule between the Contractor & Owner.

Section 1.03 PERMITS

- (a) **Obtaining:** Permits shall be obtained for all work as required by the municipality in which the subject property is located. Therefore, all selected contractors and subcontractors shall be eligible to register and obtain a permit to work within the municipality that the subject property is located. Each respective contractor is responsible for: 1) contacting the municipality to find out which jobs require a permit; 2) securing all necessary permits prior to beginning any work subsidized with Heritage Home Loan Program funds; and 3) scheduling and being present for all necessary inspections. See page 2 for contact information for the appropriate building department.
- (b) **Homeowner's Responsibility:** It is ultimately the homeowner's responsibility to confirm that appropriate permits are secured. **NOTE: Upon discovery that work requiring a permit has been completed without one, the Owner will be at risk of losing the interest rate being subsidized by the Cuyahoga County Treasurer through Cleveland Restoration Society.**

Section 1.04 SCHEDULING

- (a) **Project Schedule:** Prior to, or upon, the awarding of the contract, the contractor shall submit a project schedule showing proposed project start and completion dates, as well as interim performance dates. As stated within the terms of the loan, all projects shall be completed within one (1) year of the closing of the loan.
- (b) **Working Hours:** Normal working hours and days shall coincide with those established by city ordinances, and not to begin before 7:00 a.m. or whenever is sooner. Should the homeowner require that work be performed during other times or days, permission shall be gained from the respective city for a specified period of time. Work during such additional times and days shall continue only so long as necessary to complete the work within the stipulated one (1) year time period. No extension of time will be granted if the Owner or Contractor fail(s) to gain municipal approval causing the work to be temporarily or permanently halted.

Section 1.05 CLOSING & GUARANTEES

- (a) **Final Closings:** Upon agreement between the homeowner and the contractor that work has been completed according to Cleveland Restoration Society's Bid Specifications, the owner should notify CRS. CRS reserves the right to inspect the work for Bid Specifications compliance prior to disbursement of funds to contractor. It is the contractor's responsibility to inform the homeowner of his/her readiness for final inspection.
- (b) **Guarantees & Warranties:** The contractor shall guarantee all work performed under the contract against defects in material and workmanship for one (1) year after the date of final acceptance of the work. The contractor shall convey to the homeowner any manufacturer warranties that exceed one (1) year. Contractor guarantee shall extend to the successor in title, should the title to the property transfer during the guarantee period. The Contractor shall replace or repair, without delay, at no charge, any defects beyond normal depreciation, provided that, in the judgment of CRS, the same are not the result of misuse or abuse, and that such defects become apparent during the guarantee period.

Article II. GENERAL REQUIREMENTS

Section 2.01 PERFORMANCE STANDARDS

- (a) **Workmanship:** All work shall be performed by contractors skilled in their respective trades, in accordance with: the best practices of such trades, the requirements of the project, and in full compliance with all applicable ordinances and codes.
- (b) **Historic Properties:** All contractors and subcontractors shall note that all properties undergoing rehabilitation through the Heritage Home Loan Program are considered architecturally significant and should be viewed and treated as such. Properties shall be repaired and rehabilitated using materials, skills, and construction methods that respect and preserve historically significant materials, design elements, and the building and site as a whole.
- (c) **Site Protection:** The contractor shall make every effort to protect the existing contents and occupants of the rehabilitation site, including those on adjacent property, from damage or harm due to work undertaken during the contract period. The contractor is responsible for the repair of all property damage caused by employees and subcontractors. Materials shall be replaced in kind, returning all properties to equal condition as existed before damage. Existing contents include, but are not limited to: buildings, grounds, plants, pavements, utilities, fixtures, and work completed by others.
- (d) **Damage:** Defects or damage created by the contractor, his/her employees, or any subcontractor during the performance of the contract shall be corrected by the contractor at no additional cost to the homeowner.

Section 2.02 MATERIALS & EQUIPMENT

- (a) **Materials:** Every effort shall be made to retain and repair original materials before considering replacement. Existing elements being repaired/replaced shall be done so with same species as the existing element and shall meet or exceed all applicable codes. Existing elements being repaired/replaced shall be done so with same dimensions and design as the existing element and shall meet or exceed all applicable codes. Any proposed deviation in materials shall be approved by CRS. Excess materials shall remain the property of the homeowner unless an agreement was made prior to ordering. Salvaged original materials shall remain the property of the homeowner unless an agreement was made prior to the commencement of work.
- (b) **Storage:** Restrict storage and stockpiling of materials and equipment to work areas established between contractor & homeowner. Contractor is to ensure that all products are safe from damage due to weather. Contractor will at all times assume the responsibility for the safety and security of materials and equipment stored on site.
- (c) **Substitution:** Four (4) major circumstances warrant consideration of the use of substitute materials over retaining the original: 1) historic materials are no longer available; 2) craftspeople are no longer available to perform the work; 3) inherent flaws in the original materials; and 4) code-required changes. In any case, substitutions will only be considered with prior written permission of the homeowner & CRS.

Section 2.03 TEMPORARY FACILITIES

- (a) **Facilities:** For larger jobs, contractor shall coordinate providing adequate toilet facilities, water service, electrical power, and heating as required by the job.

Section 2.04 CLEAN-UP

- (a) **Materials:** Use cleaning products and tools that are appropriate for the job and will not damage the surface(s) being worked on and/or cleaned.
- (b) **Clean-up During Construction:** Job site shall be kept clean throughout construction. All construction debris, scrap, and waste materials shall be removed from the site or placed in an on-site dumpster by the contractor and/or his or her crew on a daily basis. The homeowner's personal refuse containers shall not be used. The contractor shall not rely on the respective City's weekly collection without prior agreement.
- (c) **Final Clean-up:** Vacuum all lead chips and dust from exterior hard surfaces, including roofs, gutters and paving; leave broom clean. Rake up and dispose all soil that contains lead chips or dust from lawns and landscaped areas. Remove all equipment, surplus materials, dust and debris from site and dispose of properly.