



CONTRACTOR GUIDELINES



PLANNING AND NEIGHBORHOODS Housing Office

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Purpose:

The purpose of this document is to provide and make a part of the contract and contract proposal, certain minimum standards of workmanship, quality of materials and procedures expected and required by the City. It is intended that these minimal guidelines in conjunction with specifications in the work write up shall prevail except when in conflict with or less stringent than City, County, State or Federal Regulations or Codes.

Section 100.	Requirements
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Section 100. Requirements

- A. **Application:** The application which is required for all contractors prior to checking the credit and backgrounds of the principles must be completed in its entirety.
- B. Unique Entity Identification ID(UEIs) [SAM.gov](https://sam.gov)
- C. **Insurance:** If the required insurance listed below is found to be invalid or fraudulent at any time by the City staff, the City reserves the right to remove the contractor from the bidding list and pursue any remedies available with the assistance of the City legal department.
 - 1. **General Liability Insurance:** All contractors shall have general liability insurance that insures \$500,000 for each occurrence and \$1,000,000 aggregate.
 - 2. **Workers Compensation:** All contractors shall carry workers compensation insurance in accordance with the laws of the State of Oklahoma, for all persons engaged in work at the site. Housing will not accept Exempt status for the Housing Assistance Programs.
 - 3. **Vehicle:** All contractors shall carry comprehensive automobile insurance in accordance with the Laws of the State of Oklahoma and the City of Tulsa.
- D. Contractors cannot be “debarred” from bidding on government funded projects. Contractors can check if they are excluded or “debarred” from doing business with the federal government at [SAM.gov](https://sam.gov)
- E. Contractor shall have a working email. This email must have the ability to print PDF files. Since all bids and bid results are disseminated using email.
- F. Contractors shall have all required licenses and registration to perform work in fields that require

permits or specialized work. Included in this requirement is plumbing, electrical, mechanical, roofers lead base paint.

- G. Contractors shall have a working telephone. This telephone should be answered or have the ability to check messages from clients or city staff. Contractors shall respond to messages from clients or city staff within one working day.
- H. Contractors shall have all necessary tools or the ability to obtain all necessary tools to perform the entire work bid and contracted to work.

Section 101. Conditions

- A. The contractor shall provide all labor, materials, equipment, services and perform all operations required for the completion of the following work as specified in a workman like manner and in accordance with building codes, manufacturer's instruction and the City of Tulsa's Housing Rehab Standards.
- B. The contractor shall secure at his/her own expense, all necessary permits and licenses required to do the work and comply with all building and code regulations and ordinances whether covered by the specifications or drawings.

Section 102. Bidding and Bidding List

- A. **Contractor Bidder List:** A list is maintained for the convenience of our clients. This list represents those contractors who express a desire to participate in our programs and is entirely neutral regarding which contractor(s) to select for a project.
 - 1. Any contractor who fails to maintain a quality of work in keeping with City of Tulsa Contractor Guidelines and City of Tulsa Rehabilitation Specification Standards will be removed from this list.
- B. **Rehab Loan Program:**
 - 1. The selection of all bidders for the Rehabilitation Loan Program is the sole responsibility of the Homeowner.
 - a. Housing maintains a Contractor's Book to aid the homeowner's in selecting their rehab contractor. This book has two pages of information for each rehab contractor. The first page is a general information page that provides general information about the contractor in a structured format. The second page is an 8.5" x 11" page that is supplied by the contractor that Housing will print in full color. This page could be a flyer, brochure, Yellow Pages ad etc. Note: It is the contractor's responsibility to provide the information for both pages of the Contractor's Book. See Attachment A of this document as a sample.
 - 2. **Final bid selection:** The City of Tulsa uses the Rehabilitation Specialist Model from the Housing and Urban Development's (HUD's) "On Solid Ground" Primer (January 2007) for bidder selection. The final selection of a contractor is determined by homeowner. The owner selects the bid of choice that is within reasonable cost, which must be within 10% of the inspector's estimate. If the most reasonable bid is deemed unfit or out of line compared to the inspector's estimate, the Housing Division can exclude this bid. All bids must be submitted in a complete and accurate fashion.
 - 3. Housing Staff will evaluate the number of projects all general contractors have in a "hold" status.

If the Housing staff deems it necessary, a contractor can be placed on the In Active bidding list until the number of “hold” projects is brought down. This is to help alleviate a “bottle neck” of workflow which could lead to Housing not reaching it projected number of completed projects.

4. **Mandatory Job Walkthrough:** For all City of Tulsa rehabilitation projects, a mandatory job walkthrough will be scheduled prior to the bid submission deadline. All contractors intending to submit a bid are required to attend this walkthrough in order to be eligible for consideration. The walkthrough provides an opportunity to review the project scope, assess site conditions, and ask questions to ensure accurate and competitive bidding. Attendance will be recorded, and contractors who do not participate in the walkthrough will not be permitted to submit bids on the associated project. Details regarding the date, time, and location of the job walkthrough will be included in the project announcement or bid invitation. It is the responsibility of the contractor to ensure attendance by a qualified representative.

C. Emergency Repair Program:

1. There is no selection of bidders for the Emergency Repair Grant program. Each contractor from each trade is invited to bid on all projects that are covered by his/her discipline. Housing staff reserves the right to place contractors on a temporary hold if the contractor has had issues with clients, workmanship or any other related issues that have caused concern to housing staff for the outcome of the program or if the contractor has too many jobs and cannot sign the required contracts within a reasonable time frame.
2. **Final bid selection:** Final selection of a bid is determined by the lowest and most competitive bid. If the lowest bid is deemed unfit or out of line compared to the inspector’s estimate, the Housing Division can exclude this bid. All bids must be submitted in a complete and accurate fashion.
3. Housing staff will evaluate the number of projects all contractors have in a “hold” status. If the housing staff deems it necessary, a contractor can be placed on the In Active bidding list until the number of “hold” projects is brought down. This is to help alleviate a “bottle neck” of workflow which could lead to Housing not reaching its projected number of completed projects and not keeping within the spirit of an emergency repair.
4. If a contractor bids and then will not or cannot start an emergency repair within a reasonable amount of time, the housing supervisor will move the project to the next lowest bidder. **All parties involved need to remember the spirit of the program and its goal to assist clients in a timely manner to alleviate their emergency.**

D. Remaining on Active List(s):

1. Contractors need to bid one time within each quarter to stay active on the bidding list. Contingent upon the housing staff providing a bid for their discipline during that quarter. If a contractor elects not to bid, housing staff will place them on an inactive list, which does not remove them from the Housing contractor’s list in its entirety. While on the inactive list, the contractor will not receive active bids. To be placed back on the active list the contractor will need to contact the housing supervisor by email and request to be placed back on the active list.
- E.** Contractors shall read all instructions carefully; failure to follow instructions will result in the rejection of your bid.
- F.** Contractor shall not add or delete any information from the bid proposal.
- G.** Bids cannot be changed after they have been submitted. However, if it appears that there are oversights or omissions, the contractor may withdraw the bid by written request or email prior to the execution of the

contract. If the contractor chooses to withdraw a bid after the execution of the contract this may result in an infraction being recorded on the contractor's main file. This is due to the staff time and expense of preparing the contract for execution.

- H. The contractor shall refer to the General Conditions and Exhibit "A" for acceptable standards and execution of the work.
- I. All measurements and quantities are the contractor's responsibility. If the contractor has any questions, they should contact the housing inspector before submitting all bids or estimates and change order pricing.
- J. Contractors shall provide and adhere to all requested equipment and measurements characteristics.
- K. All bid Proposals submitted by your company shall be valid and binding for 60 days from bid due date.

Section 103. General Conditions

A. Preconstruction Conferences:

1. **Rehabilitation Loans:** The contractors, upon being awarded a contract, will be required to attend a preconstruction conference at the job site with the property owner and housing inspector. Upon completion of this conference, the property owner and contractor will sign any change orders pertaining to the project and the pre-construction form for final submission to housing finance staff for completion of the contract.
2. **Emergency Repairs:** The contractor is solely responsible for the selection of color and proof of selection of colors on the emergency repair program.

B. Notice to proceed: No work will proceed before the "Notice to Proceed" is issued.

C. Rehab Planning (Rehab Projects Only): The contractor will work with the housing inspector to coordinate a rehab plan before the work begins. This plan will be conducted to ensure all parties understand what work will be done and in what order.

D. Contractors' Responsibilities:

1. It is the responsibility of the contractor to make an on-site inspection of the home with work write-up in hand. Any questions about requirements should be resolved by contacting the housing inspector prior to submitting the bid.
2. The bid will be line item with each item having a cost. Take into consideration costs such as building permits, electrical or plumbing inspection fees, profit and overhead. Combining items together into one cost (i.e. central heat and air) is not acceptable.
3. Items having brands, grades, model or pattern numbers, color, etc., should be specified in the pre-construction form. Change orders will be required if these are changed after bids are accepted. The contractor is responsible for bidding and installing items that meet or exceed the specified brands, models, etc.
4. Areas in which the contractor is required to fill in language, pricing, etc. must be legible.

- E. Change Orders:** Contractors requesting a change order must contact the housing inspector and discuss changes needed or the housing inspector will contact the Contractor and inform him/her of changes needed and request necessary prices. The housing inspector will prepare a change order and obtain all required signatures. Work contained within the Change Order shall not begin until an approved change order has been signed by all required parties. Change orders are not for changing prices on jobs to make up for poor bidding practices.
- F. Contractor File:** Contractor shall be informed of the file kept on company and made available for homeowner's review. The file contains:
1. Copies of all official complaints and their resolutions.
 2. All required certificates, licenses, and insurance policies.
 3. Lead Base Paint certificate and qualifications.
 4. List of infractions or issues that have been deemed credible by housing staff.
- G. Work Performance:**
1. **Labor Quality:** All labor furnished by contractor or sub-contractors must be performed in a professional workmanlike manner and licensed when required. All work related to LBP must comply with Housing and Urban Developments (HUD) and Oklahoma Department of Environmental Quality's (ODEQ) guidelines.
 2. **Material Quality:** The Contractor must furnish all materials, cartage, equipment, etc. at his expense which may be necessary to the satisfactory execution of the contract. The material used must be new and of the quality specified. Trade names used herein and within the Exhibit "A" specifications are for the purpose of establishing the desired quality. Before substitutions for specified materials are made, the written change order must be obtained. The final judgment on the quality of material used shall be the judgment of the housing supervisor.
 3. **Protection:**
 - a. The contractor shall protect all property adjacent to the contract work from any damage resulting from the work of each section and shall repair or replace any damaged work at contractor's expense.
 - b. The contractor shall replace and put in good working condition pavements, utilities, fencing and other existing conditions damaged in carrying out work for housing programs.
 - c. The contractor shall take all precautions to protect anyone from injury and unnecessary interference or inconvenience and leave an unobstructed passage for pedestrians and vehicles.
 - d. **Customer Relations:** Where structures involved in this contract are furnished and occupied by owners, both the general contractor and sub-contractor will make allowances in their bids for certain inconveniences, namely working around and protecting household furnishings and adjustment of working hours within reason to accommodate the owners or tenants' daily routines. The contractor is responsible for personal communications between the owner and himself/herself.
 4. **Condition of Premises:**

- a. Contractor agrees to keep premises neat and orderly during construction and to remove all debris at the completion of the work, including but not limited to removing all stains, labels, tags, protective coverings, etc. caused by contracted work; cleanup will be performed on a daily basis.
- b. **Contractor's Use of Premise:**
 - i. Confine operations at site to areas permitted by:
 - a. Law
 - b. Ordinances
 - c. Permits
 - d. Contracts
 - ii. Do not unreasonably encumber sites with materials and equipment.
 - iii. Assume full responsibility for protection and safekeeping of products and materials.
 - iii. Utilities: Owner will permit the contractor to use, at no cost, existing utilities such as lights, heat, power and water, necessary to carry out completion of the work.
- H. **Verification of Measurements:** All measurements shown and dimensions are to be verified by the contractor. No extra compensation will be allowed because of the difference between actual and shown dimensions.
- I. **Site Inspection:** Each contractor shall become familiar with the specifications, work write-up and drawings. The contractor will visit the premises and thoroughly examine existing conditions so that the contractor's bid will be complete.

Section 104. Infractions/Breeches

- A. The Housing Department is responsible for obtaining and retaining high quality contractors for the Emergency Repair program and for owners to select from in the Rehab program. In order to keep this quality high and to keep in the spirit of programs the housing staff will maintain a record of infractions and or breeches that conflict with the program as is it designed and the contracts that are executed.
- B. Infractions/breeches shall be deemed as, but not limited to: breeching executed contracts, not following the Contractor Guidelines, backing out of bids once a contract is executed, numerous complaints for poor customer services from different clients, etc. These are some of the primary examples. Housing Office staff shall have the final decision-making authority on what will be deemed an infraction/breach.
- C. Once a contractor reaches an excessive amount of infraction/breeches the contractor will be called into City Hall for a meeting. This meeting will result in counseling or up to removal from the program. Housing Office staff shall have the final decision-making authority on removal to help maintain program quality and standards.

Section 105. Lead Base Paint (LBP)

- A. Contractor agrees to perform all work pertaining to LBP using Lead Base Paint Safe Work Practices as covered in the EPA/HUD/DEQ Certified Renovator's RRP course.
- B. Contractor agrees that an owner or managing partner will be a Certified Renovator per HUD/EPA guidelines.
- C. Contractor agrees to have a minimum of two (2) field staff that will perform all hands on LBP work with or without the owner or managing partner on site.
- D. Contractor agrees to have a firm certificate on file with Housing Department from EPA or DEQ.

Section 106. Warranty of work

- A. **General Guarantee:** The contractor shall remedy all defects due to faulty material or workmanship and pay for any damage to other work resulting therefrom, which may appear within one year from final payment. The contractor shall furnish the owner with all manufacturer's and supplier's written guarantees and warranties covering material and equipment furnished under this contract.
- B. Warranties, Certificates, Manufacturer's Pamphlets, etc. is the sole responsibility of the contractor to provide the owner with all applicable materials.
- C. **Warranty Procedures:**
 - 1. **Procedures for warranty issues:**
 - a. Owner calls complaint into housing
 - b. Housing Office staff researches the validity of the complaint
 - c. Housing Office staff observes the complaint(s) and determine if contractor is responsible for warranty work
 - d. Housing Office staff contacts contractor and provides a Warranty Work Order
 - e. Contractor shall contact owner for appointment to provide remedy for warranty item(s)
 - f. The contractor is required to restore issue(s) within 10 working days
 - g. If the issue is an emergency, then emergency steps are expected
 - h. Once issue is resolved, contractor shall contact lead inspector
 - i. Housing Office staff to verify complaint has been resolved and close case
- D. **Warranty Priority:**
 - 1. All warranty issues shall be handled as a priority. If the contractor elects to not repair the items listed in the Warranty Work Order or the Housing Division documents a lack of action on the part of the contractor, the Housing Division has a responsibility to take corrective action and resolve the warranty issue and reserves the right to remove the contractor from the bidding list and settle any outstanding expenditures with City of Tulsa's Legal Department's assistance.

Section 107. Definitions

- A. **Contractor:** The contractor is the person or organization identified as such in the Owner/Contractor Agreement and is referred to throughout the contract documents as if singular in number and masculine in gender. The term "contractor" means the contractor or his/her authorized representative.
- B. **Exhibit "A":** This document is an exhibit to the contract that lists the required work that the contractor will bid on and perform if his/her bid is selected. This document is also referred to as a work write-up.
- C. **Housing Inspector:** The housing inspector, a housing employee, is the primary contact for the owner and contractor during the process of construction.
- D. **Notice to Proceed:** This is the official notice signed by the owner and contractor which states the start and stop date of the work listed within the Exhibit "A".
- E. **Owner:** The owner is the person or organization identified as such in the Owner/Contractor Agreement. The term owner means the owner or an authorized representative.
- F. **Provide:** Means furnish and install; complete and ready for intended use, as applicable in each instance.
- G. **Repair:** Means to restore specified items to the condition of original existence or intended use.
- H. **Subcontractor:** A person or organization that has a direct contract with the contractor to perform any of the work at the site.
- I. **Install:** Means to supply and deliver to project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, protecting, cleaning and similar operations.
- J. **Replace:** Means to remove all deteriorated material and to install new material of like kind.

Contractor Profile:

Company Name: _____ Owner: _____

Address: _____ Telephone: _____

Profile of Company:

Number of years in business: _____ Years. Number of employees: _____

Website: _____

Referrals:

Company/Name:	Address:	Telephone:
1. _____		
2. _____		
3. _____		
4. _____		

Company Summary:

Contractor Guidelines Acknowledgement Form:

I _____ (print name) working for and representing
_____ (print company name) hereby acknowledge
the receipt of the City of Tulsa Housing Office, PY26 Contractor Guidelines. I also acknowledge that I will fully
examine the Contractor Guidelines and agree to follow the Contractor Guidelines and the City of Tulsa’s
Rehabilitation Standards Revised 6/6/25. In addition, I agree that email will be the primary tool for
communication except for legal actions or removal of my company from the City of Tulsa Housing Office
Contractor’s List, in which case notice will be made to my address provided on the application.

*The undersigned certifies that all information in this statement, and all information furnished in support of this
statement, is true and complete to the best of the undersigned's knowledge and belief.*

_____ Contractor's Signature	_____ Title	_____ Date
_____ Witness' Signature	_____ Title	_____ Date