

Contractor Information Sheet

Salt Lake City Corporation offers a Housing Rehabilitation Program to its residents. The purpose of this program is to help maintain the housing stock of the City by making repairs needed to bring the properties up to the Existing Housing Code of Salt Lake City. The Housing and Neighborhood Development Division (HAND) of Salt Lake City administers the program and uses funds from federal grants such as HOME and CDBG to cover the associated costs.

General Contractors who have at least a class "R" or "B" license, are financially able to obtain a payment and performance bond, and are given permission by HAND may competitively bid on projects presented to the bidding pool. HAND provides a Work Description, contract and lien waivers for the work that is contracted to be completed. The contract is a legal agreement between the Contractor and the property Owner. HAND is an interested third party to the contract in order to see that the work is completed as specified and that the funds are spent for the intended purpose. HAND mediates disputes between the parties to the contract and determines when the contract has been fulfilled. HAND provides written Change Order Authorizations when needed.

The Contractor will be working with a Housing Rehabilitation Specialist who will present and explain the work during the bidding session. Jobs are usually bid on the first work day of each week at 9:30 AM but this is not always the case. For some jobs, the Contractor will schedule a time to walk thru the project area. On others, the Specialist will invite multiple contractors to walk thru the project area at the same time. The Work Description prepared by the Specialist will list all of the individual items of work to be accomplished. The Specialist will ensure that each Contractor has a copy of HAND's specifications. After reviewing the project, the Contractor may choose to submit a bid for the work. If the Contractor wants to submit a bid, it must be submitted to the Specialist before the deadline stated in the bid documents.

HAND recognizes that there may be multiple ways to do a specific type of work. However, the Specialist may be required to do the work in a certain way. Therefore, the Contractor should bid on the work as it is written. Some Owners have decided not to have the work done after a bidding session because of idle comments by contractors on the condition of the home or criticism of the way the work is designed. If there are any questions as to the extent of the required work, the contractor should ask them in a positive way. For example, a positive question might be "how wide should the driveway be?" An inappropriate comment might be "concrete is so much stronger than asphalt. Why waste our time putting in asphalt?"

A progress payment may be requested after 40% of the project is completed. A contractor is not required to request a progress payment. All items for which payment is requested on a progress payment must be 100% complete in order to be considered for payment. Up to 80% of the value of the completed items will be processed for payment. The property owner must give written approval to HAND before a payment can be processed. The following two criteria must be met:

1. The work is completed to the satisfaction of the property owner, HAND and a building inspector of Salt Lake City (if required) and HAND receives written acceptance from these parties.

2. All lien waivers signed by sub-contractors, craftsmen, laborers, and materials suppliers for the completed or installed materials on the job are returned to HAND and verified by the Specialist.

If any additional work is needed or the owner requests any changes that are not included in the Description of the Work, the Specialist should be notified immediately so a change order can be prepared if needed. The change order will reflect the proposed change and the change in the contract price. The work covered by the change order should not proceed until all of the signatures required on the change order have been obtained.

The Description of Work is a legal document and part of the construction contract. If it is not followed exactly, the contractor may be required to redo the work even though he or she has an agreement with the property owner to do the work differently.

Bids are generally awarded to the lowest bidder. A contractor does not have to bid on all of the work presented by HAND. The Contractor will be required to guarantee all work for one year after acceptance by the homeowner. Any roofing done on the property is to be guaranteed for a period of two years. HAND reserves the right to reject any or all bids and to award to other than the low bidder, according to its judgment of the Owner's best interests. The Contractor does not have the job until an Order to Proceed is issued. An Order to Proceed is usually issued four to six weeks after bidding. Contractors are usually given 60 days to complete the job after the Order to Proceed is issued. If a shorter or longer period of time is desired for the convenience of the Owner or due to the complexity of the project, the time limit will be specified in the bid documents and in the contract.

Before the Contractor starts work the specialist will have a preconstruction conference with the Owner and the Contractor. The preconstruction meeting will be scheduled after the rescission period, if one applies, for the Owner's loan has passed. If a payment and performance bond is required on the project, the preconstruction conference will only be held after the bond has been issued and delivered to the specialist. The purpose of the preconstruction conference is to introduce the Contractor to the Owner and review the contract so that everyone is in agreement as to what work is to be done. When an Owner is asked to choose a color or style of a material, the Contractor shall record the choice on a document which includes the Owner's signature. While the work is in process, the specialist will make regular inspections of the job site to verify that the job is progressing smoothly.

If performance by the Contractor is prevented or delayed as a direct result of riot, insurrection, fire, an act of God, labor dispute, prolonged transportation delays, injuries, or other causes beyond his control which justify the delay, an extension of one working day in the time allocated for completion of the work to be completed will be allowed the Contractor for each working day lost from such cause, provided the contractor gives written notice to the Division and Owner detailing the reason or reasons for the delay. If the Contractor does not request an extension, the homeowner may impose a \$250.00 per day cost for liquidated damages.

Time is the essence of the contract between the Contractor and the Owner. If the Contractor fails to work on the job for eight consecutive calendar days for any reason other than specified above, the Owner may give the Contractor written notice to terminate the contract. If the Owner terminates the contract, they can take possession of all tools and materials on the premises and they can assign the balance of the work to a second contractor. The original Contractor is liable to the homeowner for any and all costs and expenses sustained by the Owner in excess of the original contract price including all administrative costs.

All new contractors will be considered to be on probation until successfully winning and completing two jobs, one at a time. Contractors may be removed from our bid list or put on probation for repeatedly and consistently showing an inability to work with owners, poor workmanship, or an inability to work in a timely manner.

HAND's role in the process is to bring the homeowner and the contractor together and to ensure that the terms of the contract are fulfilled. Hand will mediate any dispute by referring to the terms of the written contract and making decisions based upon those terms. In addition, if any circumstance arises during the course of a project in which the owner alleges theft of personal property or damage to property by the Contractor or any of his or her employees and or subcontractors or their employees, HAND will review the allegations and suggest any course of action that may be deemed appropriate to the circumstances, including that the Owner make an official police report. HAND represents to the homeowners that their interests will be protected during the project and the Division will act accordingly when attempting to resolve this type of issue.

I have received and read a copy of this document and I understand the process it describes.

Signature

Date

Contractor Survey

Firm Information

Firm Name: _____

Address: _____
Street Address

City

State

ZIP Code

Phone: _____ Email: _____

Contractor's License #: _____ Number of years in business: _____ Number of employees: _____

Who in your company is authorized to sign documents?

Name: _____ Title: _____

Name: _____ Title: _____

Principal Owner Information

Owner's Name: _____
Last First M.I.

Address: _____
Street Address

City

State

ZIP Code

Phone: _____ Email: _____

Social Security No.: _____

Insurance and Bonding Information

Name of liability insurance company: _____

Phone: _____ Address: _____

General Liability \$ _____ \$ _____ \$ _____

Automotive Liability \$ _____ \$ _____ \$ _____

Workman's Compensation YES NO

Name of bonding company: _____

Contact person: _____ Phone: _____

Project References

List 3 residential jobs you have completed in the last 2 years:

Project name: _____ Contact person: _____

Address: _____ Phone: _____

Time used to complete job: _____ Dollar amount: \$ _____

Project name: _____ Contact person: _____

Address: _____ Phone: _____

Time used to complete job: _____ Dollar amount: \$ _____

Project name: _____ Contact person: _____

Address: _____ Phone: _____

Time used to complete job: _____ Dollar amount: \$ _____

Supplier References

List four suppliers you do business with:

Company/location: _____ How long: _____

Contact person: _____ Phone: _____

Company/location: _____ How long: _____

Contact person: _____ Phone: _____

Company/location: _____ How long: _____

Contact person: _____ Phone: _____

Company/location: _____ How long: _____

Contact person: _____ Phone: _____

Sub-Contractor References

List four sub-contractors you have used on your jobs:

Name: _____ How long: _____

Address: _____ Phone: _____

Name: _____ How long: _____

Address: _____ Phone: _____

Name: _____ How long: _____

Address: _____ Phone: _____

Name: _____ How long: _____

Address: _____ Phone: _____

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge.

I authorize the Housing and Neighborhood Development Division of Salt Lake City to contact the persons listed above and verify the credit standing of this company and the quality of work performed. To the best of my knowledge, I, as the General Contractor, and my subcontractors are not on the HUD List of Limited Denials of Participation or the Debarred List.

Signature: _____ Date: _____

Contractor Insurance Requirements

- A. Worker's compensation and employer's liability insurance sufficient under Utah law to cover all of Contractor's employees employed on Project. In the event Contractor subcontracts any work on Project, Contractor shall require its subcontractor(s) to provide worker's compensation insurance for all of the latter's employees, unless a waiver of that coverage thereunder shall not be canceled or reduced without at least thirty (30) days prior written notice to the city.

- B. Commercial general liability ("CGL") insurance with the City names as an additional insured, in the minimum amount of \$1,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate. These limits can be covered either under a CGL insurance policy alone and an excess insurance policy. The policy shall protect the City, Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Contractor's operations under this Agreement, whether performed by Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The minimum limits and coverage of liability insurance shall not limit Contractor's indemnification obligation hereunder. The certificate and policy shall provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days prior written notice to the City.

- C. Commercial automobile liability insurance that provides coverage for owned, hired and non-owned automobiles, in the minimum amount of \$1,000,000 per occurrence. The certificate and policy shall provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days written notice to the City.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

INSURED	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A.	
	INSURER B.	
	INSURER C.	
	INSURER D.	
	INSURER E.	

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MGD EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA AGG \$ ADG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> NO STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Salt Lake City Corporation is named additional insured.

CERTIFICATE HOLDER Salt Lake City Corporation 451 South State Street, Room 425 P.O. Box 145487 Salt Lake City, Utah 84114-5487	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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AUTHORIZATION TO OBTAIN CONSUMER CREDIT REPORT/HISTORY

The undersigned hereby consent(s) to Salt Lake City Corporation's use of a non-business credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), member(s), partner(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Salt Lake City Corporation to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (am) individual(s) hereby knowingly consent to the use of such credit report consistent with the federal fair credit reporting act as contained in 15 U.S.C. @1681 et seq.

Name: _____

Address: _____

City: _____ State _____ Zip _____

Signature: _____ Date: _____

Social Security Number: _____ / _____ / _____

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin <sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from a public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.