Salt Lake City Corporation offers multiple housing rehabilitation programs to residents. The purpose is to help maintain the housing stock to bring the properties up to the existing Housing Code of Salt Lake City and keep low-income homeowners in their home. The Housing Stability Division administers the program and uses federal funding to award projects. Due to the use of federal funds, there are specific requirements that projects and contractors must follow.

Salt Lake City awards projects after completing a pre-bid meeting and receiving bids from the approved contractor list. In order to be put on the approved contractor list this document must be signed as well as the rest of the contractor packet including the Contractor Survey, Insurance, W9, and authorization to obtain consumer credit report. The packet must be sent to the Housing Stability for review. After review an approval or denial letter, based on the submitted information, will be provided. Contractors may be denied if; the required information has not been completely submitted, the information submitted is not sufficient for our contracts, the contractor is found to lack financial resources, the contractor is debarred from The System for Award Management (SAM.gov), or the contractor is out of compliance with public policy or Salt Lake City code requirements.

General Contractors must have at least a class “R” or “B” license and have a payment and performance bond. The Housing Stability Rehabilitation Specialist provides a Work Description in the Notice to Bidders and a contract to the awarded bidder. The contract is a legal agreement between the Contractor and the property owner. Housing Stability 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. Housing Stability mediates disputes between the parties based on the contract and determines when the contract has been fulfilled. The boilerplate contract is attached at the end of this packet for reference.

The Contractor will be working with a Housing Rehabilitation Specialist who will present and explain the work during the bidding session. All bids will be sent out to the approved Contractor List after applying through this process and being found responsible to possess the ability to perform our projects successfully. The contractor’s integrity, compliance with public policy, record of past performance, and financial and technical resources will be reviewed at time of application and during each bid. The Work Description prepared by the Rehab Specialist will list the itemized work to be accomplished. The Rehab Specialist will ensure that each Contractor has a copy of Housing Stability’s General Specifications, attached to this packet. After reviewing the Notice to Bidders and Scope of Work, 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 Rehab Specialist before the deadline stated in the Notice to Bid.

Housing Stability recognizes that there may be multiple ways to do a specific type of work, however, the contractor must do work according to Housing Stability’s General Specifications. The Contractor should bid on the work as it is written. Homeowners may decide not to have the work done after a bidding session. If there are any questions as to the extent of the required work, the contractor must ask at the pre-bid meeting to ensure all interested contractors have
the same information. 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.

If any additional work is needed to complete the work accurately the Rehab Specialist should be notified immediately so a change order can be prepared. 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. A change order cannot exceed the amount of contingency.

Bids are generally awarded to the lowest bidder. The Contractor will be required to guarantee all work for one year after completion of work. Any roofing done on the property is to be guaranteed for a period of two years. Housing Stability reserves the right to reject any or all bids and to award to other than the lowest bidder if the contractor is not responsible or responsive to the bid request. All bids must be line-item bids, if a line item is missing that will be considered unresponsive. All bids must be sent in by the deadline and be self-explanatory. Any additional clarifying information sent in after the deadline will not be considered in the bid. During the bid process the contractor’s integrity, compliance with public policy, record of past performance, and financial and technical resources will be reviewed. That information will be based on past work with Housing Stability as well as the application packet information sent in for consideration to be put on the Contractor List. After an executed contract is complete, the contractor must complete an Order to Proceed with the anticipated timeframe to complete the job, typically up to 90 days. If more time is needed an extension must be put in writing with a valid reason.

Before the Contractor starts work, the Rehab Specialist will have a in person pre-construction meeting with the Owner and the Contractor. The pre-construction meeting will be scheduled after the rescission period if one applies. 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 Rehab Specialist will make regular inspections of the job site to verify that the job is progressing smoothly.

Time is of the essence regarding the project. If the Contractor fails to work on the job for eight consecutive calendar days for any reason other than approved, the Rehab Specialist, with consent from the homeowner, may give the Contractor written notice to terminate the contract. 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 on probation until successfully winning and completing two projects. Contractors may be removed from our bid list or put on probation for repeatedly and consistently being unresponsive or not responsible, as defined above.

Housing Stability Division’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. Housing Stability will address
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 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 sub-contractors or their employees, Housing stability will review the allegations and suggest any course of action that may be deemed appropriate to the circumstances.

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

________________________________________
Signature

________________________________________
Date

________________________________________
Printed Name

________________________________________
Business Name

*Once completed, email a copy of this packet to Housingstability@slcgov.com or bring in person to 451 S State Street, Room 445.*
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 Information

Name of insurance company: __________________________________________

Phone: ___________________________ Address: __________________________

General Liability $ ____________ $ ____________ $ ____________

Automotive Liability $ ____________ $ ____________ $ ____________

Workman’s Compensation  □ YES □ NO
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: ____________________________

Company/location: ____________________________  How long: _____
Contact person: ____________________________  Phone: ____________________________
**Sub-Contractor References**

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

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**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: ______________
Authorization to Obtain Consumer Credit Report/History

The undersigned hereby consents 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 authorizes Salt Lake City Corporation to utilize a consumer credit report on the undersigned in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act.

Name: ________________________  Social Security Number: ________________________

Address: ______________________________________________________________

City: _________________________ State: _________  Zipcode: _________________

__________________________________  ____________________________
Signature                           Date

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 (providing 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.
Contractor Insurance Requirements

Contractor, at its own cost, shall secure and maintain the following minimum insurance coverage:

A. Worker’s compensation and employer’s liability insurance sufficient under Utah law to cover all of Contractor’s employees employed on Property. In the event Contractor subcontracts any work, Contractor shall require its subcontractor(s) to provide worker’s compensation insurance for all of the latter’s employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law. The certificate and policy shall provide 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 a policy endorsement naming the City as an additional insured on a primary and non-contributory basis in comparison to all other insurance including City’s own policy or policies of insurance, in the minimum amount of $1,000,000 per occurrence with a $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate. The policy shall include contractual liability insurance for the indemnity provided under this Agreement. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy or a CGL insurance and an excess insurance policy. The policy shall protect City, Permittee, and any subcontractor from claims for damages for Personal injury, including accidental death, and from claims for property damage that may arise from Permittee’s operations under this Agreement, whether performed by Permittee itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations and the acts of independent contractors, and products and completed operations. If this Agreement is renewed, the Permittee shall secure insurance coverage at the levels of coverage required by City that at the time of such renewal.

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, or alternatively, Contractor may obtain liability insurance that provides coverage for scheduled automobiles in the minimum amount of $1,000,000 per occurrence with the understanding that only those scheduled automobiles shall be used when performing Contractor’s obligations under this Agreement. The insurance 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.

D. If any insurance coverage required herein is written on a “claims made” form rather than on an “occurrence” form, the policy shall (i) provide full prior acts coverage or have a retroactive date effective before the Effective Date, and (ii) be maintained for a period of three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause for “tail coverage.”

E. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Utah and either (i) rated with an A- or better rating in the most current edition of Best’s Key Rating Guide-Property-Casualty United States, or (ii) listed in the United States Treasury Department’s current Listing of Approved Sureties (Department Circular 570, as amended).

F. Contractor shall furnish certificates of insurance, acceptable to the City, verifying the foregoing concurrent with the execution hereof, at each renewal, and thereafter as required.

G. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Contractor shall be required to provide a new certificate of insurance within thirty (30) days of being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be acceptable to the Salt Lake City Attorney.
Salt Lake City Corporation is named additional insured.