

# CONTRACTOR APPLICATION

## Contractor Application Information Sheet

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 Division 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@slc.gov](mailto:housingstability@slc.gov) or bring in person to 451 S. State Street, Room 445.*

# CONTRACTOR SURVEY

## Firm Information

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Who in your company is authorized to sign documents?

Name 1: \_\_\_\_\_ Title 1: \_\_\_\_\_

Name 2: \_\_\_\_\_ Title 2: \_\_\_\_\_

## Principal Owner Information

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

## Insurance Information

Insurance Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone: \_\_\_\_\_

General Liability: \$ \_\_\_\_\_ Automotive Liability: \$ \_\_\_\_\_

Workman's Compensation:      Yes              No

Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

### **Project References**

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

Project Name 1: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Time Needed to Complete Job: \_\_\_\_\_ Dollar amount: \$ \_\_\_\_\_

Project Name 2: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Time Needed to Complete Job: \_\_\_\_\_ Dollar amount: \$ \_\_\_\_\_

Project Name 3: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Time Needed to Complete Job: \_\_\_\_\_ Dollar amount: \$ \_\_\_\_\_

## **Supplier References**

List 4 suppliers you do business with:

Company/Location 1: \_\_\_\_\_ How Long: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Company/Location 2: \_\_\_\_\_ How Long: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Company/Location 3: \_\_\_\_\_ How Long: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Company/Location 4: \_\_\_\_\_ How Long: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

## **Subcontractor References**

List 4 subcontractors you have used on your jobs:

Name 1: \_\_\_\_\_ How Long: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Name 2: \_\_\_\_\_ How Long: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone: \_\_\_\_\_

**Name 3:** \_\_\_\_\_ **How Long:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP Code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Name 4:** \_\_\_\_\_ **How Long:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP Code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

### **Firm Information**

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

I authorize the Housing Stability 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:** \_\_\_\_\_

**ERIN MENDENHALL**  
Mayor



**DEPARTMENT of COMMUNITY  
and NEIGHBORHOODS**

## **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:** \_\_\_\_\_

**Street 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.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PROFESSOR	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 #
INSURED	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	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <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) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <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) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ ADG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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.

<b>CERTIFICATE HOLDER</b> Salt Lake City Corporation 451 South State Street, Room 425 P.O. Box 145487 Salt Lake City, Utah 84114-5487	<b>CANCELLATION</b> 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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