

PROGRAM INFORMATION AND GENERAL CONDITIONS FOR CONTRACTOR PARTICIPATION

The City of Downey (City) finances rehabilitation projects throughout the City each year using HOME Investment Partnerships Program (HOME) and Community Development Block Grant (CDBG) program funds for the Housing Rehabilitation Program (Program). The success of this Program depends on the ability of contractors to provide competitively priced, high-quality construction services in a timely manner.

Failure to adhere to the following conditions governing the conduct of City-listed contractors will result in the immediate removal of the contractor from the list by decision of the City. Furthermore, the City reserves the right to immediately remove a contractor from the list and deem a contractor ineligible to bid or contract on future projects under this Program if a contractor's construction contract is terminated by the property owner or the City for poor workmanship, unacceptable work performed by the contractor or its subcontractors, or for a violation of the contractor agreement or other Program requirements. Violations of local, state, or federal laws, including California State License Board requirements, will be reported to the proper authorities for investigation, as warranted.

If you are a contractor and would like to participate in the Program, please carefully consider the Program description and all conditions prior to submitting this application to be placed on the City's contractor list:

1. The contractor must be currently licensed with the California Contractors' State License Board. The license must be in good standing. All work must be performed in compliance with all applicable State Contractor Regulations regarding Contractor License Law and License Classifications. **Only contractors with a B-General license are eligible.**
2. The contractor must not be listed on the Department of Housing and Urban Development's Excluded Parties list.
3. The contractor must have substantial residential construction experience specific to the type of work required in the work description as well as prior prevailing wage project experience, if applicable.
4. The contractor must maintain a City business license, be bonded and maintain adequate Worker's Compensation coverage as required by the State of California Contractors State License Board (CSLB), maintain Commercial Automobile Insurance, and maintain General Liability Insurance. Evidence of the following insurance coverage must be furnished directly from your provider to the City of Downey Risk Manager, with a copy to the Economic Development and Housing staff:
 - Commercial General Liability Insurance listing the City of Downey as additionally insured. The City of Downey requires no less than \$1,000,000 per occurrence for products and completed operations, bodily injury, property damage and personal and advertising injury. If Commercial General Liability Insurance or other form with general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - Commercial Automobile Insurance listing the City of Downey as additionally insured (\$1,000,000 per accident for bodily injury and property damage).
 - Workers Compensation Insurance (statutory coverage)
 - Copy of CSLB Active License card & Copy of California Driver's License.
 - Copy of EPA - RRP Certification. (Lead - Safe Renovation Firm)
 - DUNS Number (Data Universal Numbering System) registered with SAM (System of Award Management)
5. The following requirements apply to all policies:
 - Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under said insurance policies set forth

herein. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

- Each insurance policy required by this program shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except with written notice by certified mail, return receipt requested to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.
 - Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, authorized to do business in California, and satisfactory to the City.
 - For any claims related to the program, the Contractor's insurance coverage shall be primary insurance and primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its directors, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.
 - All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.
 - Contractor shall furnish City with original certificates of insurance, including all required amendatory endorsements (or copies of the applicable policy language effective coverage required by this provision) and a copy of the Declarations and Endorsement Page of the Commercial General Liability policy listing all policy endorsements to the City before the commencement of work under this Agreement. However, failure to obtain the required documents prior to the commencement of work under this Agreement shall not waive the Contractor's obligation to provide them to the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.
 - If the Contractor maintains broader coverage and/or higher limits than the minimum shown in this application, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
6. The contractor is prohibited from directly marketing this City-sponsored Program to potential clients. This does not prohibit the contractor from marketing its services to City residents; however, the contractor may not identify itself as a City-listed contractor or represent itself as being associated with the City in any way (verbal or printed). If the contractor becomes aware of a client who may qualify for City assistance, the contractor may provide the client's name, address, and telephone number to a City representative for appropriate follow-up.
7. Each bid request will include:
- A *Work Description and Bid Proposal Form*; and
 - Termite, lead-based paint, and/or asbestos survey reports as necessary.
8. Projects will be competitively bid. Contractors receiving a participant request for a bid shall make contact with the homeowner within three (3) calendar days, excluding Sunday, of receipt of the request, to arrange for an individual appointment with the property owner, to review site conditions and to take measurements, as applicable. Typically, contractors will be provided with 14 calendar days to submit a bid. **The contractor must respond to all Program participant requests for bids and submit a complete bid to the property owner to remain on the City's contractor list.** Contractors with four (4) active construction contracts will not be allowed to bid on additional projects until he or she completes at least one (1) of the projects, but will, nevertheless, retain their status as a City-listed contractor.

9. When interacting with property owners and City representatives, the contractor, its employees, and subcontractors shall conduct and present themselves in a courteous and professional manner.
10. All work shall be performed under an approved construction contract provided by the City. All changes to the contracted work (work description/specification, price, time of performance, etc.) shall be documented on a change order form that is signed by the property owner, contractor, and a representative of the City. During the performance of repairs, the contractor shall not perform any work on the property that is not included under the construction contract.
11. The contractor agrees to read and understand all contracts (including but not limited to the Contractor Agreement, Work Description and Bid Proposal Form, Construction Drawings, Conceptual Drawings, Lead Based Paint and Asbestos Limited Surveys, and the General Conditions).
12. The contractor agrees to perform or hire a qualified subcontractor to perform professional and high-quality work. Skilled and qualified tradesmen (plumber, cement mason, roofer, etc) shall complete all work.
13. The contractor who has any officer, agent, or employee who is related to the property owners are ineligible to perform work under this Program, regardless of credentials or licenses with respect to that property only.
14. The contractor agrees to indemnify, defend and hold harmless the property owner, City, and any and all of City's respective officers, employees and agents from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including attorney fees and costs that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of contractor hereunder, or arising from contractor's performance of or failure to perform any term, provision, covenant or condition of the construction contract or other Program documents, excluding only willful misconduct of the property owner or City and its officers, agents or employees.
15. The contractor agrees to assume all responsibility for damages to property or injuries to persons, including accidental death, which may be caused by contractor's performance of any and all work conducted under the Program, whether such performance be by contractor, its employees, subcontractors or agents, or whether such damage shall accrue or be discovered before or after termination of the construction contract.
16. The contractor agrees not to assign any right under the construction contract except upon prior written authorization of the property owner and the City. Any request for assignment must be addressed to the property owner and the City for their approval before consent is given. Contractor shall not make any delegation of authority or responsibility that would in any way purport to relieve him/her of any obligation imposed by the construction contract.
17. The contractor, his/her agents, employees, and subcontractors shall ensure adequate protection to the property owner's property, both interior and exterior, during the construction process. This includes covering the furniture and protecting the flooring during sanding and painting, protecting outdoor plants during sandblasting and painting, etc. The contractor agrees not to use the property owner's personal property such as towels, sheets, shovels, tools, etc. The contractor must supply his/her own tools and furniture covers. The contractor agrees to coordinate with the property owner regarding which items of furniture need to be removed prior to commencement of work.
18. The contractor may submit two (2) progress payment requests per project. The contractor may submit one (1) progress payment per project in the grant category. The final retention shall be invoiced separately upon project completion.

All payment requests must include the contractor's invoice **on the contractor's letterhead** (to include the contract line item number, title, and price – refer to the *Work Description and Bid Proposal Form*), *Conditional Waiver and Release of Lien*, copies of *building permits* reflecting the Building and Safety Department's approval

(as applicable) and a *Payment Request* form signed by the property owner and copies of manufacturer's warranties for any appliances, materials, and equipment installed. The invoice shall only include line items that are 100% complete as of the date of the invoice. The retention invoice payment shall be released to the contractor 40 calendar days following the recordation date of a *Notice of Completion* with the County Clerk-Recorder, in exchange for appropriate completed *Waiver and Release of Lien Upon Final Payment* forms.

All invoiced requests for payment will be processed in accordance with adopted City procedures. Housing Rehabilitation Program staff must receive each request by Wednesday at 5:00 p.m. for processing. Payment for services are mailed every Friday of any given week and requires a **two-week** City processing period. Contractors shall not contact anyone regarding payment other than Housing Rehabilitation staff. Failure to follow this procedure may result in the contractor's suspension or termination from program participation.

I have read and agree to follow the foregoing conditions. Please sign using "blue ink" only.

Name or Business

Contractor Name

State Contractors License #

Contractor Signature



CONTRACTOR APPLICATION

Attach a copy of your current Business License, Driver's License & Contractor's License

Name of Business:		State Contractors License #: -
Business Address:		License Classification(s):
Contractor (Owner) Name:		Business Phone:
Email Address:		Cell Phone:
California Driver's License Number:	Driver's License Expiration Date:	Fax Number:
City of Downey Business License No.:		Federal Tax ID No. or Social Security Number:
		DUNS Number:

BUSINESS VEHICLES (Provide additional listings on an attachment page as necessary)

Vehicle Type	License Number	License Expires
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



Attach copies of: Commercial Automotive, General Liability, and Workers' Compensation insurance certificates.

COMMERCIAL VEHICLE INSURANCE	
Commercial Automotive Insurance Provider:	Policy Number:
Policy Limit:	Policy Expiration Date:

GENERAL LIABILITY INSURANCE	
General Liability Insurance Provider:	Policy Number:
Policy Limit:	Policy Expiration Date:

WORKERS COMPENSATION INSURANCE	
Workers Compensation Insurance Provider:	Policy Number:
Policy Limit:	Policy Expiration Date:

Please list the five (5) most recent residential/commercial rehabilitation jobs your firm has performed in the Los Angeles County area:

Owner's Name:	Owner's Phone:
Site Address:	
Work Performed:	Completion Date:
Residential or Commercial Rehabilitation Project:	Prevailing Wage Project (yes/no):
If this activity was City/Agency funded, please provide the name of the funding City/Agency and Contact:	City/Agency Phone Number:



Owner's Name:	Owner's Phone:
Site Address:	
Work Performed:	Completion Date:
Residential or Commercial Rehabilitation Project:	Prevailing Wage Project (yes/no):
If this activity was City/Agency funded, please provide the name of the funding City/Agency and Contact:	City/Agency Phone Number:

Owner's Name:	Owner's Phone:
Site Address:	
Work Performed:	Completion Date:
Residential or Commercial Rehabilitation Project:	Prevailing Wage Project (yes/no):
If this activity was City/Agency funded, please provide the name of the funding City/Agency and Contact:	City/Agency Phone Number:

Owner's Name:	Owner's Phone:
Site Address:	
Work Performed:	Completion Date:
Residential or Commercial Rehabilitation Project:	Prevailing Wage Project (yes/no):
If this activity was City/Agency funded, please provide the name of the funding City/Agency and Contact:	City/Agency Phone Number:



Owner's Name:	Owner's Phone:
Site Address:	
Work Performed:	Completion Date:
Residential or Commercial Rehabilitation Project:	Prevailing Wage Project (yes/no):
If this activity was City/Agency funded, please provide the name of the funding City/Agency and Contact:	City/Agency Phone Number:

.....**FOR CITY USE ONLY**.....

Verification of Contractor License Status: License No: _____ Classification(s) _____ Expiration Date: _____ Bonding Surety Co: _____ Bond No.: _____	Date:	Initial:
Listed Licensee Personnel:	Date:	Initial:
Verification of Insurance Status – Endorsements Received: <input type="checkbox"/> General Liability Endorsement <input type="checkbox"/> Workers' Comp (Certificate Only) <input type="checkbox"/> Auto Liability Endorsement Expiration Date: _____ Expiration Date: _____ Expiration Date: _____	Date:	Initial:

Reference	Comments	Recommendation
Rehabilitation #1:		<input type="checkbox"/> Yes <input type="checkbox"/> No
Rehabilitation #2:		<input type="checkbox"/> Yes <input type="checkbox"/> No
Rehabilitation #3:		<input type="checkbox"/> Yes <input type="checkbox"/> No
Rehabilitation #4:		<input type="checkbox"/> Yes <input type="checkbox"/> No
Rehabilitation #5:		<input type="checkbox"/> Yes <input type="checkbox"/> No



CITY OF DOWNEY HOUSING REHABILITATION PROGRAM

HOW TO PROVIDE ACCEPTABLE EVIDENCE OF INSURANCE

To participate in the City of Downey Housing Rehabilitation Program, contractors must provide additionally insured insurance certificates and endorsements to the City. Your insurance carrier (not your agent) must issue the policy endorsements for Liability and Automobile coverage. The required coverage levels are as follows:

- Workers' Compensation and Employer's Liability Insurance (Statutory)
- Comprehensive Commercial General Liability Insurance listing the City of Downey as additionally insured. The City of Downey requires no less than \$1,000,000 per occurrence for products and completed operations, bodily injury, property damage and personal and advertising injury. If Commercial General Liability Insurance or other form with general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- Commercial Automobile Liability insurance with minimum limits of one million dollars (\$1,000,000) per accident for bodily injury and property shall be in force. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles.

The Commercial Liability policy shall be endorsed to state that: **(1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to liability arising from the work, services, project or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work, services, project or operations; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage.** Commercial General Liability insurance coverage may be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions are used).

Then, in the Certificate Holder box, enter:

City of Downey
Attn: Risk Management
11111 Brookshire Ave.
Downey, CA 90241

IMPORTANT: Your carriers must transmit the endorsements directly to the following office:

**City of Downey
Attn: Risk Management
11111 Brookshire Ave.
Downey, CA 90241**

NOTE: Send the Contractor Application Package to:

**City of Downey Community Development Department
ATTN: Economic Development and Housing
11111 Brookshire Ave
Downey, CA 90241**

Only insurance certificates and endorsements are submitted to Risk Management.