



Contractor Application

Housing Rehabilitation Programs

GENERAL CONDITIONS AND REQUIREMENTS FOR CONTRACTOR PARTICIPATION AND APPROVAL

The City of Upland (City) finances commercial and housing rehabilitation programs administered through the Development Services Department (Department). These programs service commercial businesses and low- and moderate-income owner-occupants of single-family homes, townhomes, condominiums and mobile homes within city limits. The success of these programs depends on the ability of contractors to provide competitively priced high-quality construction services in a timely manner. Funding for these Programs is available in the form of loans and/or grants which are strictly reserved for rehabilitation to the structural, mechanical, plumbing, electrical or other approved components of the building as determined by the City. If your company would like to be placed on the Approved Contractors List (ACL) to bid and participate in the programs, please consider the foregoing requirements and conditions prior to submitting this application to the Department:

Based upon qualifications and experience, contractors will be placed on the ACL. This list will be provided to program participants, as a courtesy, to assist them in their efforts in soliciting qualified bids. All contractors (B and C licensed) placed on the list must maintain the following requisites:

1. The contractor must be currently licensed and bonded with California's Contractor State License Board. The license must be in good standing and cannot have any citations or formal complaints filed against said license for the past five (5) years. All work must be performed in compliance with all applicable State Contractor Regulations regarding Contractor License Law and License Classifications.
2. The contractor must maintain and provide proof of the following documents:
 - a. City of Upland Business License
 - b. Worker's Compensation Coverage (statutory coverage)
 - c. Commercial General Liability and Automobile Insurance and list the City of Upland, its Officers, Employees and Agents as additionally insured
 - i. Insurance coverage must be furnished directly from your provider to the City of Upland's Development Services Department (Attn: Housing Division)
 - ii. Minimum insurance coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate coverage.
 - d. Dunn and Bradstreet Number (DUNS) <http://www.dnb.com/get-a-duns-number.html>
 - e. System of Award Management (SAMS) DUNS registration <https://www.sam.gov/portal/SAM/#1>
 - f. California Dept. of Industrial Relations (DIR) Public Works Contractor (PWC) registration <https://www.dir.ca.gov/Public-Works/Contractors.html> (only for contractors, wishing to bid on prevailing wage jobs).
 - g. EPA Lead Safe RRP Certification
3. If the contractor works on asbestos and/or lead related repairs, either the contractor or their designated hazardous material sub-contractor shall be required to provide all required certifications from California Division of Occupational Safety and Health (DOSH) Certified Asbestos or Lead Professionals. All work, filings, postings, and other removal/abatement services provided must be in conformance with all applicable Federal, State and local regulations.
 - a. Contractors and/or their employees must be EPA Lead-Safe Certified and provide copies of said certifications to the Department.

- b. Contractors or subcontractors working on lead/asbestos abatement activities, must carry Pollution Insurance Coverage and list the City of Upland, its Officers, Employees and Agents as additionally insured (\$1,000,000 per occurrence, \$2,000,000 aggregate coverage)
4. The contractor is prohibited from directly marketing the Upland rehabilitation programs to potential clients. This does not prohibit the contractor from marketing its services to City residents; however, the contractor may not identify itself as an "City" approved contractor or represent itself as being associated with the City's programs in any way (verbal or printed) whatsoever. If the contractor becomes aware of a client who may qualify for assistance, the contractor may provide the client's name, address and telephone number to a Department representative for appropriate follow-up.
5. Each City bid packet will include:
 - a. An itemized *Work Description and Bid Proposal Form*
 - b. Lead-based paint and/or asbestos survey reports
 - c. Other reports/renderings as needed
6. Projects will be competitively bid. Contractors receiving a participant request for a bid shall make contact with the business or homeowner within five (5) calendar days of receipt of the request, in order 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 fourteen (14) calendar days to submit a bid. **The contractor must respond to all program participant requests for bids in order to remain on the Contractors List.** Contractors with two (2) or more active construction contracts will not be required to bid on a new project in order to maintain their status on the Contractors List.
7. When interacting with business owners, homeowners and program representatives, the contractor agrees to ensure that its employees and subcontractors conduct themselves in a courteous and professional manner, at all times. Failure to abide by professional Moreover the contractor warrants that all workmanship and appurtenances installed will have owner approval be of good quality, new, fit for the purpose intend, clear title and free of claims and obvious defects and all workmen shall be skilled in their trades.
8. All work shall be performed under an approved construction contract prepared and provided by the Department, to code, with all appropriate building permits. Any changes to the contracted work (work description/specification, price, time of performance, etc.) shall be documented on a program approved change order that is signed by the owner(s), contractor, and program representative. During the performance of repairs, the contractor shall not perform any work on the property which is not included under the construction contract.
9. The contractor agrees to read and understand all contracts (including but not limited to the contractor agreement, Work Description and Bid Proposal Form, Lead Based Paint and Asbestos Limited Surveys, and General Conditions). If a contractor's construction contract is terminated by the owner or the City for cause, the contractor shall be immediately removed from the Contractors List and deemed ineligible to bid or contract on future projects.
10. Verification of references and/or documents submitted will accompany the approval process.
11. The contractor may submit progress payment requests packets to the City on items that are 100% complete; invoices and payment packets must be signed by the owner and contractor before they are submitted to the City. The City will pay out 90% of the contracted line item amount and withhold 10% as project retention; the retention shall be invoiced separately. Payment requests packets must include the following items:

- a. Authorization for Payment Form signed by the owner and contractor
- b. Contractor's invoice sequentially enumerated (including contract line item and price as stated in the Work Description and Bid Proposal Form)
- c. Conditional and/or Unconditional Release of Lien
- d. Copies of final building permits
- e. Copies of manufacturer's warranties for appliances, materials, and equipment installed (originals warranties provided to the homeowner and copies to City)

Payment requests that do not meet these requirements, or that are not approved by the owner, will be returned unprocessed to the contractor. Approved payment requests will be submitted to the City's Finance Department within ten (10) days from receipt and scheduled for payment within 30 days. The ten percent (10%) retention invoice payment shall only be released to the contractor 35 calendar days following the recordation date of a *Notice of Completion* with the County Clerk-Recorder, in exchange for appropriate *Unconditional Lien Release*.

Failure to adhere to these conditions governing the conduct of program approved contractors will result in the immediate removal of the Contractors List. Violations of local, State or Federal law, including CSLB requirements will be reported to the proper authorities for investigation, as warranted.

While contractors may apply for, be qualified and subsequently placed on the Contractors List, the City cannot guarantee that a contractor will be selected to submit bids. The Contractors List will be provided to property owners and at their discretion, owners shall contact companies to bid their project. The City requires the owner to submit at least three (3) bids with the lowest bid awarded the contract. The City has no control over the frequency of demand requested by owners participating in the Programs nor over the contractor's ability to be the lowest qualified bidder. The selected contractor will be required to meet for a pre-construction meeting at City Hall prior to receiving written authorization to proceed. Ongoing inspections of the work will be performed by the appropriate Building and Safety Inspectors and/or Program Staff. All work shall conform with acceptable standards in health and safety codes as well as to quality, workmanship and performance. If it is found at anytime that the contractor has violated, breeched or misrepresented any of the aforementioned program requirements, said contractor shall be immediately removed from the Contractors List.

If you have any further questions, contact the Development Services Department at 909/ 931-4105.

Acknowledgment:

I have read and understand all the aforementioned terms and conditions.

Contractor Signature (Owner or Authorized Representative)

Date

Owner or Authorized Representative Name (Please Print)



**City of Upland
CONTRACTOR APPLICATION AND INFORMATION FORM**

Program Application

BUSINESS INFORMATION (Attach a copy of your active business license, driver's license & contractor's license)		
Name of Business:		State Contractors License Number:
Business Address:		License Classification(s):
Contractor (Owner) Name:		Business Phone:
Email Address:		Cell Phone:
California Driver's License Number:	Driver's License Expiration Date:	Social Security Number:
City of Upland Business License Number:	Federal Tax ID Number:	EPA Lead Safe Certification Number: NAT-
Federal DUNS Number:	Federal SAM CAGE CODE:	State DIR Registration No.:

BUSINESS VEHICLES (Provide additional listings on an attachment page as necessary)		
Vehicle Type	Model	Year
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LIST OF EMPLOYEES (Provide additional listings on an attachment page as necessary)		
First and Last Name	Address	Title/Position

COMMERCIAL GENERAL LIABILITY INSURANCE (Required) Attach ORIGINAL Certificates	
Commercial Automotive Insurance Provider:	Policy Number:
Policy Limit:	Policy Expiration Date:
COMMERCIAL AUTOMOBILE INSURANCE (Required) Attach ORIGINAL Certificates	
General Liability Insurance Provider:	Policy Number:
Policy Limit:	Policy Expiration Date:
WORKERS COMPENSATION INSURANCE (Required) Attach ORIGINAL Certificates	
Workers Compensation Insurance Provider:	Policy Number:
Policy Limit:	Policy Expiration Date:
POLLUTION INSURANCE (if applicable) Attach ORIGINAL Certificates	
Pollution Insurance Provider:	Policy Number:
Policy Limit:	Policy Expiration Date:

PROFESSIONAL REFERENCES

Please list the four (4) most recent rehabilitation jobs your firm has performed in the San Bernardino, Riverside or Los Angeles County area:

Reference #1

Owner's Name:	Owner's Phone:
Site Address:	
Work Performed:	Completion Date:
If this activity was City funded, please provide the name of the City and Contact:	City Contact Phone Number:

Reference #2

Owner's Name:	Owner's Phone:
Site Address:	
Work Performed:	Completion Date:
If this activity was City funded, please provide the name of the City and Contact:	City Contact Phone Number:

Reference #3

Owner's Name:	Owner's Phone:
Site Address:	
Work Performed:	Completion Date:
If this activity was City funded, please provide the name of the City and Contact:	City Contact Phone Number:

CONTRACTOR CERTIFICATION

Contractor Certifies to the following:

Certification	Yes	No
The ability to finance all phases of construction for the projects		
The ability to issue computer generated billing statements		
The ability to resolve construction disputes with the owner(s) amicably		
The ability to FAX/E-mail documents (i.e. Estimates, Invoices) as requested		
The ability to complete a prevailing wage project		
The ability to provide copies of material receipts as requested by the City		
The ability to provide additional bonding requirements as requested		
The ability to immediately perform general cleanup pertaining to repairs/damage (water, etc.) at an active project site or as requested by program staff		

Please mark specific trade categories for which your company subcontracts for:

TRADE (Check Appropriate Boxes):

- NONE
 Plumbing
 Roofing
 Electrical
 HVAC
 Concrete
 Carpentry
 Flooring
 Other: _____
 Other: _____
 Other: _____

Send the completed original Contractor Application Package to:

City of Upland
Development Services Department, Attn.: Housing Division
460 N. Euclid Avenue Upland CA 91786.
E-mail: garellano@ci.upland.ca.us

APPLICATION VERIFICATION PROCESS:

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"/> Workman’s 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

STAFF NOTES:

HOW TO PROVIDE ACCEPTABLE EVIDENCE OF INSURANCE

In order to participate in the City's Rehabilitation Programs, contractors must provide additionally insured insurance certificates and endorsements to the City of Upland. The policy endorsements for Liability, Workers Compensation, Automobile and/or Pollution coverage must be issued by your insurance carrier (not your agent) in order to participate in City programs. The required coverage levels are as follows:

- Worker's Compensation Insurance (Statutory)
- Comprehensive Commercial General Liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate shall be in force with an insurance carrier acceptable to the City/Agency.
- Commercial Automobile Liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability shall be in force. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles.
- Comprehensive Pollution Liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate shall be in force with an insurance carrier acceptable to the City/Agency (as applicable).

In the "Description of operations/locations/vehicles/exclusions..." box, ask your carrier to enter: **"The Officers, Employees and Agents of the City of Upland are additionally insured."**

Then, in the Certificate Holder box, enter:

City of Upland
Attn: Housing Programs Administrator
460 N Euclid Avenue
Upland, CA 91786

IMPORTANT: Your carriers must transmit the endorsements as specified above directly to:

City of Upland - Development Services Department
Attn: Housing Programs
460 N. Euclid Avenue
Upland, CA 91786
E-mail: garellano@ci.upland.ca.us



INDEMNIFICATION AND DUTY TO DEFEND

1. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense and with legal counsel approved by City, which approval shall not be unreasonably withheld), protect and hold harmless **City of Upland** and all of such parties' representatives, partners, attorneys, designees, officers, directors, shareholders, employees, consultants, agents, successors and assigns, and any lender of City with an interest in the Contract (collectively, the "Indemnified parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional, expert *or* consultants' fees and costs and Contractor's and/or Owner's general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under the City's Rehabilitation Programs arising from contractor's presence or activities conducted in furtherance of the contract (including, without limitation, the negligent and/or willful acts, errors and/or omissions of contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subconsultants, subcontractors, volunteers, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them) regardless of any active or passive negligence or strict liability of an Indemnified Party. Contractor understands and acknowledges that the indemnification obligation hereunder is intended to constitute a "Type I" indemnity under California law and extends to and includes Claims arising from the active or passive negligence of Indemnified Parties. Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties.
2. **CONTRACTOR'S DUTY TO DEFEND CITY:** The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of contractor. Such defense obligation shall arise immediately upon presentation of a Claim by any party and written notice of such Claim being provided to contractor. Payment to contractor by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such indemnified Party's rights to indemnification hereunder. Contractor's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until such time as action against the Indemnified Parties for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations or statute of repose. Contractor's liability for indemnification hereunder is in addition to any liability contractor may have for a breach by Subcontractor of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit contractor's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement.

- A) Contractor shall maintain in-force: Commercial general liability insurance, all operations, including completed operations, contractual and broad form comprehensive endorsement with combined single limit of \$1,000,000 each occurrence for bodily and/or personal injury, including death and property damage. This policy is to also include an Excess Liability Endorsement with combined single limit of \$1,000,000 each occurrence for bodily and/or personal injury including death and property damage.

- B) Contractor shall maintain in-force Workers' Compensation and Employer's Liability Insurance as required by the California Labor Code. Evidence of coverage shall take the form of a Certificate of Insurance or a California Certificate to Self-Insure. Acceptable minimum limits for this coverage are: Workers' Compensation; Statutory in California; Employer's Liability: \$1,000,000.

- C) Certificates of Insurance. Contractor shall furnish to Customer evidence of any insurance required by this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California will be provided, indicating that the respective policy(s) meets the following requirements: (1) The City, its officers, employees, and agents shall be named as additional insured on the General Liability Insurance; (2) Insurance shall not be canceled or terminated without 30 days written notice to City; (3) General Liability shall be primary and any insurance held by City for its own protection shall be excess and shall be effective only upon exhaustion of Contractor's insurance; (4) Insurance shall be maintained for the duration of the Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance as stipulated in this Agreement and all amendments thereto.

ACKNOWLEDGMENT

Name of Contractor (Company Name):
Name of Contractor (Owner's Name):
Contract License Number:
Address:
City / State / Zip Code:
Telephone Number:
Signature: