

## HOME REPAIR CONTRACTOR APPLICATION & AGREEMENT

<b>Company Name</b>		<b>Phone</b>
<b>Address</b>	<b>City/State/Zip</b>	<b>Fax</b>
<b>Contact Person</b>	<b>Title</b>	<b>E-mail</b>
<b>Type of Organization or Business (select one):</b> <input type="checkbox"/> Individual, not an organization or Partnership business <input type="checkbox"/> Corporation <input type="checkbox"/> Tax Exempt Organization <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (please explain):		
<b>CONTRACTOR TRADES &amp; SKILLS</b>		
Appliance Installation	General	Sewer/Septic
Abatement	Gutters	Siding
Asbestos/Lead	Heating/Furnace/HVAC	Tile
Cabinets/Countertops	Insulation	Tree Cutting
Carpentry	Masonry	Waterproofing
Carpet/Flooring	Oil Tank Decommissioning	Windows
Concrete	Painting	Full weatherization, Including blower door, air sealing and pressure diagnostics
Deck	Pest Control	
Drywall	Plumbing	
Electrical	Roofing	
<b>REFERENCES</b> (Provide two references for successfully completed projects that correspond to contractor trades and skills listed above.)		
<b>Name</b>	<b>Address</b>	<b>Phone</b>
1) Project Description:		
<b>Name</b>	<b>Address</b>	<b>Phone</b>
2) Project Description:		
<b>GENERAL REQUIREMENTS</b>		
<ul style="list-style-type: none"> <li>Current Washington State Contractors License and City of Seattle Business License</li> <li>Maintain a minimum of \$1,000,000 general liability insurance (per occurrence)</li> <li>Maintain a minimum of \$1,000,000 in automobile insurance (per accident)</li> <li>Successful completion of two projects of equal value as projects bidding on.</li> </ul>		

## LICENSES & CERTIFICATES

*Provide the following attachments along with a signed copy of the application*

1. Copy of City of Seattle Business License
2. Washington Unified Business Identifier number (UBI) \_\_\_\_\_
3. Signed copy of W-9
4. Signed Certification of Non-Debarment Letter
5. Insurance Certifications Showing General Liability Insurance and Automotive Insurance for at least \$1,000,000

## TERMS & CONDITIONS

The undersigned Contractor in order to qualify as an eligible contractor under The City of Seattle's Home Program (Program) hereby represents warrants and agrees with The City of Seattle (City) as set forth below. Each provision of this Agreement shall apply to each Project Contract awarded to the Contractor by a homeowner receiving a loan or grant under the Program. By submitting any proposal and by signing each such contract and request for payment thereunder, Contractor shall be considered to have reaffirmed as of the date of such submission or signature all of the representations and warranties below.

The Home Repair Program provides grants and no or low interest loans to low-income homeowners in Seattle, to help pay for critical home repairs that relate to health, safety and the structural integrity of the home. The program is administered by the Seattle Office of Housing (OH), using a combination of local and federal funding. The homeowner is responsible for selecting and contracting directly with a contractor. OH remains involved as a lender and/or grantor. OH staff help homeowners develop scopes of work, provide work specifications, identify contractors and review bids. OH staff also performs a final inspection on all work before payment is issued.

### 1. Definitions

**Bid:** Proposal submitted by Contractor for work to be performed at a specific single-family address.

**Contractor Roster:** List of contractors maintained by OH and provided to homeowners upon request. The Contractor Roster is provided to Home Repair Program participants for purely informational purposes and does not constitute an endorsement or referral. Contractors may be placed on the roster if they meet Program requirements and have completed at least one project successfully in either the Home Repair or HomeWise Weatherization Program.

**Final Inspection:** Inspection performed by OH staff person of the Job after Contractor has completed work and submitted an invoice package.

**Job:** A job constitutes the performance of a contractor at a specific single-family address.

**Project Contract:** This document describes all work to be performed at the Job contained in the Bid. The Project Contract will contain the address of the Job Location, Work Order, Contract Award Price and a Completion Date by which the Job included in the contract must be complete. May also be referred to as Project Award.

### 2. Payment, Change Order Approval, and Final Inspection

The Program does not pay contractors money "up front" but will only pay for services and materials rendered. The Program pays the Contractor directly, not the homeowner. 10% of the total project contract will be retained and will not be paid until all work included in the project contract has been completed and passed Final Inspection.

In order to start the process for payment Contractors must submit a complete invoice package. All pay request must be submitted on company letterhead with signature and date. Emailed submittals are preferred. Pay requests must show at minimum: project name and address, total initial contract amount, additions or deletions by individual, numbered change orders, new contract amount, percentage of completion and a list of all completed work items, current payment due and contract dollar amount remaining.

All work must meet Program requirements and pass the Final Inspection in order to be approved for payment. The Contractor must correct any items which have failed inspection before the Job is eligible for payment. If all work passes inspection, Program staff approves the Job for payment. If work does not pass Final Inspection, Program staff specifies additional work to be done to bring the work up to specifications. The City shall pay the Contractor directly for the work performed under each Project Contract if the conditions above are met.

Change orders must be authorized in advance by both the homeowner and OH staff. Changes made without authorization in advance may not be eligible for payment. Authorization can be initiated verbally (e.g. over the phone) but must ultimately be in writing and signed off by contractor, homeowner and PRS.

### **3. Contractor Requirements**

To be eligible to perform a job funded through this Program, the contractor must:

1. Be licensed and bonded to do business as general contractor in the State of Washington.
2. Have any additional licenses required by law to perform the work included in the Project Contract.
3. Have a current State unified business identifier number and a City of Seattle Business license.
4. Maintain general liability insurance of \$1,000,000 minimum per occurrence
5. Maintain automobile liability insurance of \$1,000,000 per occurrence
6. Provide a W-9
7. At the time of bid submittal, have a certificate of registration in compliance with Chapter 18.27 RCW;
8. Have industrial insurance coverage for the Bidders employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW.
9. Must not have been debarred, suspended or otherwise disqualified from any federal, state or City assisted construction projects.
10. Provide two positive references for Jobs of similar size and scope.
11. Must sign this Home Repair Contractor Application & Agreement.

### **4. Lead Paint**

Some Jobs performed through the Home Repair Program will disturb lead paint. OH will either test for lead paint or assume it is present for home built prior to 1979. The following requirements apply for Jobs that will disturb lead paint:

- a. The Contractor performing the Job must have the Renovation, Repair, and Painting Certification
- b. Lead safe work practices must be used
- c. Photos demonstrating that lead safe work practices were used must be included with invoice
- d. OH will conduct a clearance test and payment will not be issued until the results come back clean.

### **5. Applicable Laws**

Contractor shall comply with all applicable federal rules and regulations, including but not limited to those described below. Any violation of the provisions of this section shall be considered a violation of a material provision of the Contract and shall be grounds for rescission, termination, or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

#### **a. Equal Opportunity; Non-Discrimination**

Contractor shall ensure compliance with Executive Order 11246, entitled "Equal Opportunity," as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, 41 C.F.R. Part 60, which provide that no person shall be discriminated against because of race, color, religion, sex or national origin in all phases of employment during the performance of federal contracts and subcontracts, and Contractor shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training or apprenticeship. The "equal opportunity clause" set forth in 41 C.F.R.60-14(a) is hereby incorporated by reference as though fully set forth, and such clause shall be set forth or incorporated by reference in subcontract and contract subject to this Agreement.

No person shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with federal funds. Contractor shall comply fully with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C.2000d et seq., which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and with HUD regulations implementing such requirements, 24 C.F.R. Part 1 {24 C.F.R.570.602(a)}.

Contractor shall comply with all of the requirements and prohibitions of 24 C.F.R. Section 570.602, implementing the nondiscrimination requirements of Section 109 of the Housing and Community Development Act of 1974, as amended; those of HUD regulations under the Rehabilitation Act of 1973, as amended, 24 C.F.R. Part 8; those of HUD regulations under the Americans with Disabilities Act; and those of HUD regulations under the Age Discrimination Act of 1975, 42 U.S.C. Section 6101 et seq., at 24 C.F.R. Part 146. The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all HUD regulations that pertain to it.

**b. Debarment and Suspension**

Contractor represents and warrants that neither Contractor nor its principals is debarred, suspended, declared ineligible, proposed for debarment, or voluntarily excluded from participation in federal assistance programs under 24 C.F.R. Part 24 or Executive Order 12549, "Debarment and Suspension." The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, declared ineligible, suspended, or voluntarily excluded from performing work on contracts funded by an agency of the United States government under such regulations or Order. Contractor shall obtain and provide to The City a certification from each subcontractor as provided in Appendix B to 24 C.F.R. Part 24 prior to the subcontractor's commencement of work.

Contractor further represents and warrants that neither Contractor nor its principals is debarred, suspended, declared ineligible, or voluntarily excluded from participation in contracts awarded by The City. The Contractor must comply with the requirements regarding subcontracting, and the purchase of supplies or materials from firms that are not disqualified or otherwise debarred from doing business with the City under the provisions of SMC Ch. 20.42 or SMC Ch. 20.70.

The Contractor must not be disqualified from bidding under RCW 39.06.010 or 39.12.065 or subcontract with any subcontractor disqualified from bidding under RCW 39.06.010 or 39.12.065.

If Contractor is hereafter debarred, suspended, declared ineligible, or voluntarily excluded from participation in federal assistance programs or in contracts awarded by The City or by the State of Washington, or some or all, then Contractor shall promptly notify the Office of Housing and Contractor shall not be eligible for contracts under the HomeWise program for so long as such status shall continue, unless otherwise provided in the terms of the order or agreement debarring, suspending, declaring ineligible or excluding Contractor.

**c. Conflicts of Interest**

No officer, agent, employee, consultant or elected or appointed official of The City, or its designees or agents, who exercises or has exercised any function or responsibilities with respect to activities assisted with federal funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Contractor represents warrants and agrees that no such person has or will have any such interest in any contract subject to the Agreement or any subcontract thereunder, or in any proceeds thereunder, in violation of the foregoing prohibition.

**d. Non-Discrimination and Affirmative Action**

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, gender identity, genetic information, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

The foregoing paragraph will be inserted in all subcontracts under contracts governed by this Agreement.

**e. Labor Standards**

Contractor and any subcontractors shall comply with applicable provisions of federal laws and regulations relating to labor standards and HUD Handbook 1344.1. Contractor shall certify compliance with this Section as a condition to any payments under this Agreement.

## 6. Indemnity

The Contractor shall defend, indemnify and hold harmless the Homeowner and The City and their officers, agents and employees acting in their official capacity or course of employment, harmless from all suits, claims or liabilities of any nature, including costs and attorney fees, arising out of (i) any breach of any representation, warranty or promise of Contractor herein or in any contract to which this Agreement applies; or (ii) any injuries or damages sustained by any persons or property resulting in whole or in part from activities or omissions of the Contractor, its subcontractors or their agents or employees pursuant to this Agreement, or (iii) any unpaid wages or other remuneration for services or materials on the project covered by this Agreement. Notwithstanding the foregoing, to the extent required by applicable law: (1) this indemnity shall not apply in case of any liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Homeowner or The City, or their agents or employees, and (2) in the case of liability for damages arising from the concurrent negligence of (a) Homeowner or The City or their agents or employees, and (b) Contractor or its agents or employees; this indemnity shall apply only to the extent of Contractor's negligence. Contractor waives, with respect to the Homeowner and The City of Seattle only, its immunity under RCW Title 51, Industrial Insurance. This section (5) shall survive any termination, expiration or completion of this Agreement.

## 7. Reservation of Rights

Neither payment by the Homeowner nor disbursement by The City nor performance by the Contractor shall be construed as a waiver of any party's rights or remedies. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

## 8. Effect of Agreement

The provisions of this Agreement shall apply for the benefit of The City and HUD notwithstanding any conflicting provisions in any contract with a Homeowner, and shall apply for the benefit of each Homeowner unless the contract between Homeowner and Contractor specifically provides otherwise.

## 9. Contractor Responsibility

The Contractor is responsible for any and all personal injury, property damage or other harm it causes while working on a Job.

## 10. Records and Reporting Requirements

The contractor will comply with all federal requirements and regulations regarding reporting. Any records, reports, information, data, or other documents or materials provided to or prepared or assembled by the CONTRACTOR under each Contract will be kept confidential by the Contractor and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order. The Contractor acknowledges that any materials received by the City, or used by the City, are considered to be public records that must be disclosed in accordance with Washington's Public Disclosure Act, Chapter 42.46 RCW.

## 11. Customer Service Expectations

Customer service is a priority of the Program. Contractors are expected to maintain positive customer relationships at all times:

- a. All Contractors must insure that the Contractor's employees, subcontractors, and subcontractor's employees shall treat each customer with dignity and respect.
- b. Contractors must communicate with customers regarding construction strategy and work schedule.
- c. Contractors must maintain a work environment that minimizes inconvenience to the household.
- d. Contractors must educate customers in how the proper use and care of the products and materials installed, the ways in which customers can maintain and extend the life of any installed products, and educate customers in the use and care of any customer adjustable products.
- e. Contractors must provide product warranties and documentation to the household.

## 12. Addition to and removal from Contractor Roster

The Office of Housing maintains a Home Repair Contractor Roster. The Contractor Roster is provided to Home Repair Program participants for purely informational purposes and does not constitute an endorsement or referral. Contractors may be placed on the roster if they meet Program requirements and have completed at least one project successful in either the Home Repair or HomeWise Weatherization Program. Homeowners may always solicit bids from contractors not on the Roster provided they meet Program requirements.

The City may remove a Contractor from the Contractor Roster at its discretion, should Program needs, procedures, funding, or requirements change. The City remove a Contractor from the Contractor Roster if the City determines that termination is in the best interests of the City, for non-appropriation of funds, or for the City's convenience or for the Contractor's default.

Further, the Program may remove a Contractor from the Contractor Roster should the Contractor at any time be out of compliance with the requirements of the Program, the City, or any other applicable guidelines governing the work. Such reasons for removal include, but are not limited to, the following:

- 1) Lack of current insurance, license, registration, or other certifications Deficient performance in terms of quality of work, timeliness of completion, or customer service
- 2) Any failure to meet financial obligations to Contractor's employees, subcontractors, suppliers, the homeowner, the City or to stay current on local, state and federal taxes.
- 3) Failure to comply with program policies as well as requirements found in the scope of work and/or this Agreement, including missed due dates, work that does not meet bid specifications, and not meeting customer service requirements as stated in Section 9 above.

A homeowner may wish to select a contractor who is not on the Contractor Roster, but who has worked on another home repair project in the past and whose performance on such project was out of compliance with requirements of the Program, the City or any other applicable guidelines governing the work. In such a case, OH may opt not to allow a homeowner to select the contractor in the 12 months following the instance of non-compliance.

### 13. Claims

Any claim against the City for damages, expenses, costs or extras arising out of the performance of the Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense, cost, or extra, and in no event later than the time of making application to the City for final payment. The Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which a claim has not been made, unless such application for final payment includes notice of additional claim and fully describes such claim.

### 14. Other General Provisions

**Governing Law; Forum.** The Agreement will be governed by the laws of Washington. The Contractor irrevocably consents to the exclusive personal jurisdiction and venue of the Superior Court of King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned court.

**Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The City and the Contractor agree to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely approximates the intent and effect of the invalid or unenforceable provision.

**Non-waiver.** Any failure by the City to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Agreement.

**No Assignment.** Neither the Agreement nor any of the rights or obligations of the Contractor arising under the Agreement may be assigned without the City's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

**Notices.** All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in the Quote Form.

### 15. Capacity

The Program may, at its discretion, require the Contractor to obtain a Payment and Performance Bond for a particular job or body of work. The Payment and Performance Bond requirement is waived for each project unless otherwise specified by the City.

### 16. Contract documents and modification

This document, together with the Attachments and/or addenda, along with each Contract Award, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by written instrument properly signed by both parties hereto.

By signing this Home Repair Contractor Application & Agreement, I attest to the fact that the above information is true and complete. I understand that this information is subject to verification by City of Seattle Office of Housing HomeWise.

Contractor's Signature

Print Name	Title	Date

**Check any that apply:**

- State Certified Small Business Status     State Certified Women-Owned Business     State Certified Minority-Owned Business

**Print this form, sign, and send with attachments to:**  
City of Seattle/Office of Housing, HomeWise Program, PO Box 94725, Seattle, WA 98124-4725