



COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAMS CONTRACTOR APPLICATION

Copies of your Registrar of Contractor’s License and Worker’s Compensation Insurance shall accompany this application. A signed copy of the Contractor Guidelines, copy of your firms EPA Lead RRP Certification, a signed and notarized Contractor Authorized Signatory Listing, and a completed W-9 form shall also accompany this application.

***Please request a copy of your Certificate of Liability Insurance and Bonding to be submitted by your insurance agent.**

Date:

Business Name:	Owner/Representative:
Address: (Number) (Street)	(City) (State) (Zip)
Business Phone:	*Business email:
Business Fax:	
*All Invitation to Bids will be delivered via the email address entered above.	

Federal I.D. #:	Social Security #:
Registrar of Contractors #:	Expiration Date:
System for Awards Management Unique Entity ID #:	Expiration Date:

Please check which programs you would like to participate in:		
Green Housing Rehabilitation Program <input type="checkbox"/>	Roof Repair and Replacement Program <input type="checkbox"/>	Emergency Repair Program <input type="checkbox"/>

Do you have a General Contractors License in the State of Arizona? <input type="checkbox"/> Yes <input type="checkbox"/> No
--

How long have you been in the contracting business? Years: Months:
--

How long have you been licensed in the State of Arizona? Years: Months:

Approximately how many jobs have you completed as a General Contractor? <input type="checkbox"/> 0-25 <input type="checkbox"/> 25-75 <input type="checkbox"/> 75-125 <input type="checkbox"/> 125-175 <input type="checkbox"/> 175 +

Has your license ever been suspended or revoked? <input type="checkbox"/> Yes <input type="checkbox"/> No If your answer is “Yes,” please explain:
--

Are you registered with a MBE, WBE, DBE program? <input type="checkbox"/> Yes <input type="checkbox"/> No If your answer is “Yes,” please submit a copy of your certification.
--

Have you ever been employed by the Department of Housing and Urban Development (HUD)?
 Yes No If "Yes," when and where?

City use only:

If yes to the question above, explain process to determine no conflict-of-Interest exist:

Was back-up documentation provided?

Yes No

Have you ever been employed by the City of Scottsdale?

Yes No If "Yes," when and what department?

City use only:

If yes to the question above, explain process to determine no conflict-of-Interest exist:

Was back-up documentation provided?

Yes No

How did you hear about the Housing Rehabilitation Programs?

Newspaper Radio Television Word of Mouth Other (*please specify*)

Please complete the following ethnic information, gathered by HUD for statistical purposes only:
(*please check one*)

White Black American Indian/
Alaskan Native Hispanic Asian/
Pacific Islander

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT ALL INFORMATION GIVEN HEREIN IS SUBSTANTIALLY CORRECT AND FURTHER AGREES:

- Contractor License Class _____ and bond are current, and the undersigned contractor agrees to maintain in current status all licenses and bonds as required by the City of Scottsdale.
- Contractor certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A) or will have complied with the requirements of the E-Verify Program before award. Failure to comply with the E-Verify Program may result in the automatic disqualification of the Submittal as being non-responsive or the termination of any contract awarded and the possible forfeiture of any applicable bond. The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any contract or subcontract it enters into with the successful Bidder. In addition, this language must be included in any subcontracts that the successful bidder enters into with its subcontractors.
- That the work will be performed in accordance with the contract documents, specifications and property rehabilitation standards, subject to clear final inspection by the Housing Rehabilitation Coordinator and approval by the homeowner.
- Contractor shall warranty all workmanship for a period of two years from the completion date of the project.
- The Housing Rehabilitation Programs reserves the right to exclude any contractor from bidding who has entered into liquidated damages on a project, has any pending, unresolved, or valid complaints with the Arizona Registrar of Contractors has not maintained required warranty obligations on completed projects.

- City of Scottsdale's Community Assistance Office reserves the right to remove a contractor from the active bidders list for up to one year, with such accompanying publicity as it deems necessary, for any of the following reasons:
 - a. Poor workmanship or performance
 - b. Contract relations between the contractor, homeowner or other parties are found to be unsatisfactory
 - c. Inappropriate and/or unprofessional behavior with City staff and/or homeowners.
 - d. Dishonesty or conspiracy to commit fraud on any documentation pertaining to the Housing Rehabilitation.
 - e. Failure to maintain Lead Safe Certification, EPA Firm Certification, worker's compensation, liability insurance, and/or any required licenses.
 - f. Performing work without the appropriate license.
 - g. Failure to obtain permits for work.
- The Housing Rehabilitation Programs reserve the right not to award a bidder a project in the event the bidder has any pending, unresolved, or valid complaints with the Arizona Registrar of Contractors, the bidder is listed in the Excluded Parties List System or the bidder is on the Limited Denial of Participation, HUD Funding Disqualifications and Voluntary Abstentions list.
- Adequate Liability Insurance and Worker's Compensation shall be provided.
- The contractor will abide the U.S. Department of Housing and Urban Development regulations pertaining to equal employment opportunity.
- The work shall be done in conformance with all applicable local, state and federal regulations, building codes and zoning regulations.
- Lead-based paint related activities shall be completed by an EPA licensed lead contractor.
- In order to promote diversity in the Green Housing Rehabilitation Program bid process, an awarded contractor shall not be invited to bid the next eligible project immediately following an awarded contract.

* The insurance certificates must list the City of Scottsdale as an additional insured. The required Additional Insured verbiage is provided below:

"City of Scottsdale, its representatives, agents and employees, is an Additional insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale."

The Certificate Holder address should be listed on the certificate as indicated below:
 City of Scottsdale
 Attn: Chad Beougher
 6535 East Osborn Road, Bldg. 8
 Scottsdale, AZ 85251

By signing this document, I acknowledge that I have read, understood and agree to comply with the provisions of this application. I further certify that I have received a copy of The Contractor Guidelines, The General Conditions and Bid Instructions.

Contractor's Signature: _____ Date _____

Please mail or hand deliver application packet and all requested documents to:

Chad Beougher
 Housing Rehabilitation Coordinator
 Community Assistance Office
 6535 East Osborn Road, Bldg. 8
 Scottsdale, AZ 85251



COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAMS

CONTRACTOR GUIDELINES

How do I qualify to be on the Bidders List for the City of Scottsdale's Community Development Block Grant Program (CDBG) funded Housing Rehabilitation Programs?

The City of Scottsdale administers three different Housing Rehabilitation Programs:

- Green Housing Rehabilitation Program
- Roof Repair and Replacement Program
- Emergency Repair Program

These guidelines govern all of the Housing Rehabilitation Programs

PROSPECTIVE CONTRACTORS SHALL:

- Be licensed with the Arizona Registrar of Contractors without any pending, unresolved, or valid complaints;
- Be a certified EPA Lead Renovation, Repair and Painting (RRP) firm;
- Be bonded and provide proof of liability insurance and workers compensation;
- Complete the City of Scottsdale's contractor application with the Community Assistance Office on a yearly basis.

What should I know about the bid process for the programs?

- The maximum loan amount for a Green Housing Rehabilitation Project is \$65,000, and only sealed, hand-delivered bids are accepted.
 - Each bid shall be addressed to the Housing Rehabilitation Program and shall be returned to the City of Scottsdale Community Assistance Office on or before the day and hour set for opening of the bids as listed on the Invitation to Bid. Bids shall include the contractors name, homeowners name, address of the site and bid date. It is the sole responsibility of the Bidder to ensure that the bid is received by the proper time.
- The maximum grant amount for a Roof Repair and Replacement Project is \$15,000, and bids are accepted by email only.
- The maximum grant amount for an Emergency Repair Project is \$10,000, and only emailed bids are accepted.
 - All bids for the Roof Repair and Replacement Program and the Emergency Repair Program will only be accepted via email. Bids will need to be emailed to: HousingRehabBids@scottsdaleaz.gov. The project number and client's address must be included in the subject line of the email.

- Contractors registered to bid for the Housing Rehabilitation Programs will be notified by an Invitation to Bid for each job. Homeowners may also select additional contractors on their own to bid as long as each contractor meets the above criteria.
- Bids shall be submitted to the City of Scottsdale's Community Assistance Office in accordance with the Specifications and the Invitation to Bid.
- Bids shall be submitted on time as indicated by the Invitation to Bid. Late bids will not be opened. If less than three bids are accepted on the due date, the homeowner is required to advertise the project for additional bids.
- All work shall be specified in the work specifications in conformance with the General Conditions. Contractors shall not add or delete any item from the work specifications unless the Rehabilitation Coordinator submits an addendum to all bidding contractors. The Housing Rehabilitation Programs shall not pay for work that is not included in the work specifications.
- In order to promote diversity in the Green Housing Rehabilitation Program bid process, an awarded contractor shall not be invited to bid the next eligible project immediately following an awarded contract.

Who are the parties of the contract and what is the City's role?

- The contract is solely between the homeowner and contractor. The City is not a party to the contract. The City's role is to administer a HUD-assisted loan. The Housing Rehabilitation Coordinator also provides technical assistance in developing specifications and performs site inspections to ensure that the work is completed as stated in the specifications.

What are the workmanship and quality expectations?

- The contractor is expected to provide and install materials as stated in the specifications, approved addenda and change orders in accordance with industry standards and the general conditions.
- Contractors are required to warranty all work completed for a period of two years from the completion date of the project.

What should I know about Change Orders?

- After commencement of a contract, any changes to the specifications must be submitted as a Change Order and approved by the homeowner, Rehabilitation Coordinator and Community Assistance Manager. The Change Order must be approved prior to commencement of any work not included in the specifications
- Change orders shall authorize any deviation from the specifications and contract documents.
- Change orders shall serve as documentation and must explain why a change is required, what the change involves and the cost of the change.
- The contractor shall absorb all costs that are not authorized by a change order.

How can I avoid problems during the course of a project?

- Complete all projects on or before the specified completion date. Projects that are not

completed by the specified date will be penalized by a deduction in contract amount of \$50.00 per day.

- Maintain a cordial working relationship with the homeowner and communicate on a regular basis.
- Be sure to read each project bid packet thoroughly.
- Submit invoices in compliance this the Construction Contract.

The City of Scottsdale's Community Assistance Office reserves the right to exclude any contractor from bidding who has entered into liquidated damages on a project, has any pending, unresolved, or valid complaints with the Arizona Registrar of Contractors or has not maintained required warranty obligations on completed projects.

City of Scottsdale's Community Assistance Office reserves the right to remove a contractor from the active bidders list for up to one year, with such accompanying publicity as it deems necessary, for any of the following reasons:

- Poor workmanship or performance
- Contract relations between the contractor, homeowner or other parties are found to be unsatisfactory
- Inappropriate and/or unprofessional behavior with City staff and/or homeowners.
- Dishonesty or conspiracy to commit fraud on any documentation pertaining to the Housing Rehabilitation.
- Failure to maintain Lead Safe Certification, EPA Firm Certification, worker's compensation, liability insurance, and/or any required licenses.
- Performing work without the appropriate license.
- Failure to obtain permits for work.

How can I avoid problems like the ones listed above?

- Immediately submit necessary changes as a written Change Order to the Housing Rehabilitation Coordinator prior to commencing of any changes to the specifications.
- Valid change orders shall always be approved by the homeowner, Rehabilitation Coordinator and Community Assistance Manager, prior to commencement of these changes.
- The Rehabilitation Coordinator and homeowner are not required to execute a change order at any time.
- Effectively communicate with the homeowner on issues such as scheduling, minor problems or misunderstandings, etc.

By signing this document, I acknowledge that I have read, understood and agree to comply with the contractor guidelines.

Company Name

Contractor

Date

City of Scottsdale's Housing Rehabilitation Programs
 Green Housing Rehabilitation, Roof Repair and Replacement, and Emergency Repair
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: _____

ROC #: _____

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

NOTICE: Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts, change orders, pay application and any other legally binding documents related to work performed for the City of Scottsdale's Housing Rehabilitation Programs (Green Housing Rehabilitation, Roof Repair and Replacement, and Emergency Repair) on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to Housing Rehabilitation Coordinator whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the City of Scottsdale's Green Housing Rehabilitation Programs (Green Housing Rehabilitation, Roof Repair and Replacement, and Emergency Repair) or whenever new signatories are designated.

Name: _____

Title: _____

Signature: _____

Date: _____

STATE OF ARIZONA)
)ss.
 County of Maricopa)

On this ____ day of _____, 20__ before me personally appeared _____ (name of signer) of _____, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above attached document.

(seal)

 Notary Public

My Commission Expires: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>					-	-		
-	-							
or								
Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td></td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>						-		
	-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAMS

GENERAL CONDITIONS

ARTICLE 1: PARTIES

1.1 Parties to the Housing Rehabilitation Contract ("Contract") are the homeowner ("Owner") and the general contractor ("Contractor").

ARTICLE 2: PROPERTY EXAMINATIONS

2.1 All bidders shall visit the property and examine all structures to be affected by work to be performed under the Contract. (the "Property"). Bid specifications shall be construed to be consistent with existing conditions at the Property. The Contractor shall be responsible for considering all unusual conditions or deviations at the Property, which exist at the time of his examination, and shall note those conditions in his or her bid and shall account for those conditions in the bid price. No change orders shall be accepted to permit additional work required because of special conditions or deviations at the Property.

2.2 Contractor shall be responsible for providing all materials and equipment necessary to complete all specified work in its intended location, even if the materials or equipment are omitted from the plans. In the event that additional materials or equipment are provided by Contractor to complete necessary work, the quality of those materials or equipment shall equal or exceed builder grade or UBC standards, as applicable.

2.3 During the course of repairs, the Contractor shall notify the Housing Rehabilitation Coordinator of any condition or repair not covered in their work order, which is necessary for satisfactory completion. Defects, which become evident, as the work progresses shall be reported, not concealed.

2.4 City and its designees shall have the right to inspect all work performed under Contract. Owner agrees to make the Property available to the Contractor and City during normal business hours. By such inspection, City assumes no responsibility to Owner for defective material or work under Contract or to either party for any breach of Contract by the other. City may from time to time provide technical assistance to Owner to assist in carrying out Owner's obligations under the Contract. By providing such assistance, City assumes no responsibility or liability for any breach of Contract nor for any defective material provided, which responsibility remains with Owner and Contractor.

ARTICLE 3: INDEMNIFICATION OF OWNER

3.1 Owner and the Contractor agree to defend, indemnify, and hold harmless the City of Scottsdale and the City of Scottsdale's Community Assistance Office for any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from Owner's or Contractor's performance of the Contract or work.

3.2 Contractor further agrees to protect, defend and indemnify City from any claims by laborers, subcontractors or suppliers for unpaid work or performed or materials supplied in connection with Contract. Contractor agrees that he is fully responsible to Owner and the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of himself or persons directly employed by him.

3.3 Nothing contained in this agreement shall create any contractual relations between any subcontractor and Owner or between subcontractor and the City.

ARTICLE 4: WARRANTY OF CONSTRUCTION

4.1 In addition to any other warranties set out elsewhere in the contract, the Contractor shall warrant all workmanship and materials furnished under the Contract, whether directly by Contractor or by any sub-contractor working for Contractor, conform to the Contract requirements and are free of defects, either apparent or latent. Such warranty shall continue for a period of two years from the date the Owner signs the Certificate of Work Completion. The Contractor shall also store any items damaged in fulfilling the terms of this clause until the condition is remedied. The Contractor's warranty with respect to work repaired or replaced hereunder will run for two years from the date of such repair or replacement.

4.1(a) Defects in appliances and plumbing and electrical fixtures properly installed by the contractor should be limited to the manufacturer's warranty.

4.1 (b) Deficiencies in air conditioning and heating systems caused by malfunction of system equipment or appliances are subject to the terms of the manufacturer's warranty unless workmanship by the contractor is involved.

4.2 The Owner or his representative shall notify the Contractor in writing within fourteen days after the discovery of any failure, defect, or damage.

4.3 Should the Contractor neglect to remedy any failure, defect or damage described above within thirty days after receipt of notice thereof, the Owner shall have the right to contact the Arizona Registrar of Contractor's to seek an appropriate remedy.

4.4 In addition to the other rights and remedies provided by this clause, all subcontractors', manufacturers' and suppliers' warranties, expressed or implied, respecting any work and material shall, at the direction of the Owner, be enforced by the Contractor for the benefit of the Owner. In such case, if the Contractor's warranty (see 4.1 above) has expired, any suit directed by the Owner to enforce a sub-contractor's manufacturer's, or supplier's warranty shall be at the expense of the Owner.

4.5 Notwithstanding any other provision herein, unless damage is caused by the negligence, intentional or unintentional, of the Contractor or his or her sub-contractors or suppliers, the Contractor shall not be liable for the repair of any damages or defects found in materials or designs furnished by Owner or caused by defects in owner-furnished materials or designs.

4.6 No warranty contained in the contract shall not limit the Owner's rights regarding any work performed with respect to latent defects, gross mistake, or fraud.

4.7 The Contractor shall ensure that all sub-contractors are licensed and shall assume responsibility for delivering all sub-contractors guarantees to the Owner.

4.8 Repairs shall be made at no additional cost to the homeowner(s) to all surfaces, including, but not limited to floors, walls, ceilings, doors, windows, and trims, damaged by the Contractor resulting from his work. Where repair of existing work is called for in the Scope of Work, the feature, shall be placed in "Equal to New Condition." Patching and/or replacement of surfaces shall be made to blend with existing work so that the patch or replacement will be inconspicuous.

4.9 Contractor responsibility under these standards should not extend to items which have been subject to owner neglect, modification or abnormal use.

ARTICLE 5: PERMITS/CODES/LICENSES

5.1 Contractor shall obtain, and/or pay for, and place on file with the City of Scottsdale's Community Assistance Office, all permits and licenses necessary for the completion and execution of the work. Strict compliance with Federal Regulations, State Regulations, OSHA Regulations, Municipal Codes and Ordinances shall be observed in all phases of the work. The Contractor shall perform all work in conformance with the applicable state and local codes and ordinances whether or not covered by the Scope of Work and Drawings for the work. Contractor shall comply with all Federal Lead-based paint regulations. All lead-related work activities shall be completed by an EPA licensed lead contractor.

5.2 Contractor shall ensure that all sub-contractors perform in accordance with the terms and conditions of this contract insofar as it applies to their work, but this applicability shall not relieve the Contractor from full responsibility to the owner and the City of Scottsdale's Community Assistance Office for the proper completion of all work to be executed under the terms of the Contract, and, as to the Owner, the Contractor shall not be released from this responsibility by any sub-contractual agreement he may make with others.

ARTICLE 6: INSURANCE

6.1 The Contractor shall be required to carry insurance covering Worker's Compensation and Public Liability Insurance in accordance with all State and Federal requirements. The Contractor shall furnish a Certificate of Insurance showing same to be in effect before bidding the work. The Property Damage Insurance need not be written upon an "Occurrence Basis", but the Bodily Injury coverage shall be written on an "Occurrence Basis". The Certificate of Insurance for public liability coverage shall name the Owner and City as additional insured under the policy.

6.2 The homeowner must carry fire and extended coverage insurance on the property but this insurance does not cover tools, equipment, or materials stored on the property and owned by the Contractor.

ARTICLE 7: MATERIALS

7.1 All products shall be installed, used or applied in accordance with the manufacturers' latest instructions. Any variation in these specifications and the manufacturer's instructions must be called to the attention of the Housing Rehabilitation Coordinator.

7.2 Each Contractor is required to examine the work done by the other contractors/subcontractors to ascertain whether it is correct as to dimensions and locations, before proceeding to carry out their part of the Contract, as the Contractor will be held responsible for the accuracy of their branch of the work when done.

7.3 All materials installed shall be new (unless otherwise specified). All work is to be a finished product unless specified to the contrary.

7.4 Materials and/or workmanship failing to meet these requirements shall be replaced at the Contractor's expense. Acceptance of materials and/or workmanship by an authorized representative of the Owner prior to completion of the Contract does not relieve the Contractor from the obligation to produce materials and/or workmanship in first class condition at the completion of the Contract.

7.5 Contractor shall:

- A. see that all work is performed by the mechanics skilled in their respective trades in accordance with the best practices of the trade, and in accordance with all existing applicable codes;
- B. provide competent superintendence; and
- C. perform the work without unnecessarily interfering with sub-contractors' work or Owner's activities.

ARTICLE 8: WORK IN OCCUPIED STRUCTURES

8.1 The Contractor is responsible for storage and safety of his own tools and materials. Owner assumes no responsibility for damage, theft, or loss of property left on his/her premises.

8.2 The Contractor is liable for any appliance or material installed until the project is complete, or unless the Owner uses the appliance or material or completed portion of project before the project is fully completed. The Contractor is released from any liability, other than warranty issues, for those materials, appliances and areas in use by the Owner or his or her agents prior to completion of the project.

8.3 General Contractor and sub-contractors shall cover all carpets, rugs and furniture in their working area with drop cloths. No combustible materials or other fire hazards shall be left or allowed to accumulate.

8.4 Moving furniture and other materials as it relates to creating a free area for contractors shall become the work and responsibility of the Owner, unless so specified elsewhere in the Scope of Work and shall be done as required by Contractor.

8.5 In occupied buildings, the Contractor shall provide the homeowner with a habitable residence at the end of each working day. At minimum a habitable residence shall include the following items:

- Functional sink/faucet
- Functional shower
- Functional toilet Electricity
- Functional HVAC unit
- Functional cooking device
- Weather tight conditions

8.6 Ducts shall be sealed off during construction OR the ducts, coils and blower fan shall be cleaned before occupancy.

ARTICLE 9: PROTECTION OF WORK/PROPERTY/PERSON

9.1 The Contractor shall adequately protect the work, adjacent property, and the public and is responsible for any damage or injury due to his act or neglect. All work shall be supervised with special attention to adequate safety especially where hazardous work is required.

9.2 It is the responsibility of the Contractor to provide constant protection against rain and other elements so as to maintain work, material, apparatus, fixtures, free from injury or damage.

ARTICLE 10: CLEANING UP

10.1 The Contractor shall keep the premises clean and orderly during the course of work and all debris shall be removed on a continuous basis and not be allowed to accumulate. Materials and equipment that have been removed as part of the work shall belong to the Contractor unless specified otherwise in the Scope of Work.

10.2 All new surfaces shall be washed and polished if recommended by the manufacturer or construction standard applicable to the work. Leave the item of work ready for use by the Owner.

ARTICLE 11: FREE ACCESS

11.1 Once the work commences the Contractor shall have free access to all parts of the premises requiring work during normal working hours of 6:00am to 6:00pm unless otherwise stated.

11.2 Should this access be limited in any way by the Owner, the Contractor will be notified in advance so adjustments in the Contract can be made. The Contract shall permit observation of the work at all times by the Owner and his agents and authorized agents of the City of Scottsdale.

ARTICLE 12: TEMPORARY SERVICES

12.1 In occupied buildings, the Owner shall provide the Contractor with service of water and electricity at no charge to the Contractor. In occupied buildings, the utilities shall not be disrupted without the approval of the occupants.

ARTICLE 13: PAYMENTS AND RELEASE OF LIENS

13.1 Payments shall be made as provided in the Contract. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens or from faulty work appearing thereafter, as provided for in Article 4, and of all claims by the Contractor, except any previously made and still unsettled. Payments otherwise due may be withheld on account of defective work not remedied, liens filed, damages by the Contractor to others not adjusted, or failure to make payments properly to agents or for material or labor.

13.2 Before each progress payment is made, the Contractor shall be required to give the Owner and the the City of Scottsdale's Community Assistance Office lien waivers and labor releases as good and sufficient evidence that the premises are free from all liens, damages, and anything chargeable to said Contractor as aforesaid, the Owner and the City of Scottsdale's Community Assistance Office shall have the right to retain out of the payment then due, or thereafter to become due, and amount sufficient to indemnify the Owner against all such liens, damages and claims until the sample shall be satisfied, discharged, and canceled.

13.3 The Contractor shall on his time and expense submit to the Owner and the City of Scottsdale's Community Assistance Office a release of all mechanics and material liens prior to final payment of the consideration set forth hereafter.

ARTICLE 14: CHANGES IN THE WORK

14.1 Any changes in the work shall be mutually agreed upon, in writing, and signed by the Owner and Contractor, and approved by the City of Scottsdale's Community Assistance Office before any changes in the work are executed. If Contractor so elects to proceed without written agreement and approval, Contractor will do so at Contractor's own expense and will relinquish any lien or legal action to be paid for this work.

ARTICLE 15: DISPUTES

15.1 In the case of any dispute or controversy between the Owner and the Contractor (or sub-contractors) concerning, but not limited to, the breach, validity, construction, interpretation, or performance of the Contract, the Owner and Contractor (or sub-contractor) shall refer such dispute in writing to an arbitrator to be jointly agreed upon OR, failing an agreement, to the American Arbitration Association for referral to a single arbitrator. The Arbitrator shall be required to promptly determine such dispute and shall deliver a written decision to each party to the dispute by personal delivery or certified mail. All costs assigned by the Arbitrator shall be paid in the amounts and by the parties as determined by the arbitrator. The decision of the arbitrator shall be final and binding as to all parties.