



Neighborhood Pride Program

General Conditions for Contractor Participation



PROGRAM INFORMATION AND GENERAL CONDITIONS FOR CONTRACTOR PARTICIPATION

The City of Carson (City) finances rehabilitation projects throughout the City each year using Community Development Block Grant (CDBG) program funds for the Neighborhood Pride 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 Program's Screening Committee. 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 or C-47 General Manufactured Housing Contractor 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 and commercial 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, 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 Carson Senior Risk Management Analyst, with a copy to the Economic Development Workgroup/Neighborhood Pride Program staff:
 - A. **General Liability Insurance listing the City of Carson as additionally insured (\$1,000,000 per occurrence, \$2,000,000 aggregate coverage).**
 - B. **Commercial Automobile Insurance listing the City of Carson as additionally insured (\$1,000,000 combined single limit coverage).**
 - C. **Workers Compensation Insurance (statutory coverage)**
 - D. **Copy of CSLB Active License card**
 - E. **Copy of California Driver's License.**
 - F. **Copy of EPA - RRP Certification. (Lead - Safe Renovation Firm)**
 - G. **Active registration with SAM.gov**
 - H. **W-9 Form (attachment)**
5. 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.

6. Each bid request will include:
 - A. A *Work Description and Bid Proposal Form*; and
 - B. Termite, lead-based paint, and/or asbestos survey reports as necessary.
7. 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.
8. 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.
9. 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.
10. 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).
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

- 16. 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.
- 17. The contractor may submit two (2) progress payment requests per project in the loan category. The contractor may submit one (1) progress payment of 90% per project in the grant category. The final retention of 10% (loan or grant category) 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. Neighborhood Pride Program staff must receive each request by Wednesday at 5:00 p.m. for processing. Payment for services occurs only on a Thursday of any given week and requires a **two-week** City processing period. Contractors shall not contact anyone regarding payment other than Neighborhood Pride 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 Carson 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 CARSON NEIGHBORHOOD PRIDE PROGRAM

HOW TO PROVIDE ACCEPTABLE EVIDENCE OF INSURANCE

To participate in the City of Carson Neighborhood Pride 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 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.
- 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.

In the "Description of operations/locations/vehicles/exclusions..." box, ask your carrier to enter: **"The City of Carson and its officers, employees, agents and volunteers are named as additional insureds with respect to services provided under contract. Subrogation rights are waived against the City of Carson and its officers, employees, agents and volunteers. Contractor's general liability insurance is primary and non-contributory with any insurance or self-insurance carried or administered by the City."**

Then, in the Certificate Holder box, enter:

City of Carson
Attn: Human Resources/Risk Management
P. O. Box 6234
Carson, CA 90749

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

**City of Carson
Attn: Risk Management
701 East Carson Street
Carson, CA 90745**

NOTE: Send the Contractor Application Package to:

**City of Carson
ATTN: Neighborhood Pride Program
801 E. Carson Street
Carson, CA 90745**

Only insurance certificates and endorsements are submitted to Risk Management.

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	2 Business name/disregarded entity name, if different from above					
	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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):				
	<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	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____					Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____					(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.		Requestor's name and address (optional)			
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

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											
				-				-			
OR											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.