

City of Corpus Christi Housing and Community Development



General Contractors, Roofing Contractors, Plumbing Contractors, Electrical Contractors, HVAC Contractors,
General Repair Contractors, Demolition Contractors

Program Information and Application for Contractors
P.O. Box 9277 Corpus Christi, Texas 78469-9277 (361) 826-3010

Company's Name: _____

Contact Person: _____

Phone: _____ Date: _____

Contractor Application Instructions

All contractors interested in participating in the Housing and Community Development Department Repair and Rehabilitation Programs must complete and return the attached forms. Where names are asked, provide name, address, and phone number.

Contractor's Application

The purpose of this application process is to provide the Housing and Community Development Department (HCD) with enough information to qualify a Contractor to perform work for the Housing Programs. An appointment will be set up for an interview. After all forms are completed, return them to the HCD office, located at 1201 Leopard Street, 2nd Floor. All references will be contacted for verification. After approval, a contractor will be placed on the rotation list and may begin picking up bid packages or accepting projects from the Property Advisors. Contractors must have a favorable credit rating, provide the required insurance and cannot have a debarred status. The contractor may work on any of the federally funded programs, if they maintain a current status on all requirements.

Certificate of Ownership of Unincorporated Business/ Incorporation By-Laws

A Certificate of Ownership, called the Assumed Name Certificate, is furnished by the Nueces County Courthouse. This certificate must be obtained, filled out, and filed at the Courthouse. A copy of this certificate must be provided to HCD. If a partnership exists, the contractor must also provide a Partnership Agreement form. The partnership must submit a federal identification number. If the company does not have a federal identification number, one must be obtained. This form must address the responsibilities of each partner of the company, in such case that the company would dissolve. This document may be in the form of a letter, on company letterhead. If the company is a corporation, the applicant must submit a copy of the Constitution and By Laws and a copy of the Certificate of Incorporation. A Resolution document must also be submitted, which stipulates who is authorized to sign for the company. If any of the information on these documents changes at any time, the contractor is responsible for submitting the updated copies to be placed in the contractor's file.

Reference Sheet

This form provides information and references in order for HCD to make a decision as to the qualification of a contractor. The contractor shall provide the name of the company, the mailing address, the company phone number(s), and the information requested where application calls for a listing of homeowners, subcontractors, suppliers, and banks. It is to the contractor's benefit to submit residential projects as references, since homeowners tend to compare their house to that of a referenced homeowner. If any of the information on this document changes at any time, the contractor is responsible for submitting the updated copies to be placed in the contractor's file.

Insurance

The General Contractor shall carry the insurance identified in Exhibit A and shall provide HCD evidence that it is in effect. All insurance requirements are specified by the City of Corpus Christi Legal Risk Management division and subject to change. Contractors will be notified and provided a specified period of time to update and/or make changes necessary to have the required insurance.

Credit Report

This office will order a personal and business credit report after obtaining permission from the contractor in writing. A contractor must have a favorable credit report in order to participate in the program. A credit report will be obtained on all owners of the company.

Disclosure of Ownership Interest

Anyone doing business with the City must fill out the Disclosure of Ownership/Conflict of Interest form. The purpose of this form is to discover and avoid any conflicts of interest that may exist between the City and the contractor.

10% Retainage

Since contractors are not required to be bonded, this retainage takes the place of bonding. Ten percent (10%) of the total amount of the contract on each project will be held by the City for thirty-five (35) days after the project is finished, in order to protect against liens. If, at the end of thirty-five (35) days, no liens have been placed, the contractor will receive five percent (5%) of the deposit. The other five percent (5%) will remain in the contractor's escrow account to cover the one year warranty period. Each project done through the program carries a one year warranty. The contractor will be notified by certified letter of any problems the homeowner may be experiencing. The contractor will be given ten (10) working days to correct the problem. If the contractor fails to do so, Housing and Community Development Department (HCD) will hire another contractor to perform the work and pay the contractor from the original contractor's escrow account. When the one-year warranty period expires, the contractor will be refunded the five percent (5%) withheld for that job, provided all complaints have been satisfied.

Procurement Process

Single Family Rehabilitation Program

The Single Family Rehabilitation Program uses a negotiating process. Housing and Community Development Department (HCD) has a list of approved contractors and uses this list to negotiate jobs with each contractor, on a rotating basis. Housing and Community Development Department (HCD) estimates each job, however, the contractor must determine, after reading the specifications, if they will be able to perform the work at that price. If the contractor rejects a job, the next contractor in line will be given the opportunity to negotiate the job. In the event a job is rejected by all contractors, then Housing and Community Development Department (HCD) will reduce the amount of work specified.

Demolition/Redevelopment Loan Program

Housing and Community Development Department (HCD) will accept the bids for the Demolition/Redevelopment projects, as submitted, provided that they fall within the program guidelines. All contractors participating in the program shall honor their bid. Failure of a contractor to honor a bid will subject that contractor to penalties, as described in the contract documents of the bid that was submitted.

Minor Home Repair Grant Program

The Minor Home Repair Grant Program uses a negotiating process. HCD maintains a list of approved contractors and uses this list to negotiate jobs with each contractor, on a rotating basis. HCD estimates each job, however, the contractor must determine, after reading the specifications, if they will be able to perform the work at that price. If, after negotiations, the contractor rejects a job, the next contractor in line will be given the opportunity to negotiate the job. In the event a job is rejected by all contractors, then HCD will redevelop the scope of work specified, and go back through the rotation list to obtain a contractor.

Work Order for Demolition and Replacement Loan Program

Issuance: It is understood and agreed that the Owner will issue a work order not later than fifty-five (55) working days after the date of the bid acceptance and if the foregoing time limits are exceeded, it shall be the Contractors prerogative to withdraw his bid.

Commencement of Work: The Contractor agrees to commence work within ten (10) working days after the issuance of the work order. Owner has the option of canceling the contract or assessing a \$30 per day penalty to be paid by the contractor before final payment, if the contractor fails to comply with this time limit.

The Contractor shall provide HCD with a list of all subcontractors and suppliers to be used on the project before the second draw.

Work Order Completion Schedule for all projects:

- Contracts under \$500 must be completed within five (5) working days
- Contracts between \$501 and \$1,500 must be completed within ten (10) working days;
- Contracts between \$1,501 and \$3,000 must be completed within fifteen (15) working days;
- Contracts between \$3,001 and \$5,000 must be completed within twenty (20) working days;
- Contracts between \$5,001 and \$10,000 must be completed within thirty (30) working days;
- Contracts between \$10,001 and \$20,000 must be completed within forty (40) working days;
- Contracts between \$20,000 and \$40,000 must be completed within fifty-five (55) working days.
- Contracts for \$40,001 and over must be completed within Sixty-Five (65) working days
- Demolition Contracts must be completed in ten (10) working days.

Extensions: Time limits will be strictly adhered to. Extensions will be issued solely at the discretion of the Director of HCD and will not be authorized until obtained in writing. If a Contractor exceeds the allowed time, HCD has the option of assessing a penalty of thirty (\$30) dollars per day or canceling the contract. If the contract is cancelled under this provision, the Contractor will be entitled to receive whatever funds are remaining after completion of the contract by another contractor.

Amendments to Contracts: If, due to unforeseen circumstances a contract has to be amended, amendments will be solely at the discretion of the Director of HCD and will not be authorized until signed by the Director. No amendment work completed prior to the Director signing the amendment will be paid/reimbursed by HCD.

Cancellation of Contract: If a Contractor exceeds the allowed time frame with extensions by twenty (20) working days, the Owner and Contractor agree that this Contract will be automatically cancelled, the Contractor's failure to perform will be construed as cancellation notice. Contractor will be assessed a penalty for \$1,000 if the contract is cancelled, plus cost of finishing project.

Payment

Invoices with owner's approval must be submitted to HCD by Wednesday, at 5:00 p.m., one week before payment is to be made. Invoices received later than 5:00 p.m., Wednesday will be held over for processing the following week. No invoice will be accepted for final payment on the contract until final inspection and acceptance by HCD and Owner of all work to be performed by the Contractor.

Draw Schedule: A schedule of the various divisions of work shall be submitted after award of the Contract. HCD shall approve and set the scheduling and amounts for process payments.

Progress Payments: Progress payments shall not exceed 80 percent (80%) of the value of the work satisfactorily completed.

- Contract of \$4,000 or less - No progress payments.
- Contract of \$4,001 to \$8,000 - One (1) progress payment at 50% completion and a second at 100% completion.
- Contract of \$8,001 to \$12,000 - Two (2) progress payments at 33% and 66% completion and a third at 100% completion.
- Contract of \$12,001 to \$16,000 - Three (3) progress payments at 25%, 50%, and 75% completion. A fourth draw at 100% completion. Any additional progress payments may be granted at the discretion of the Director of HCD.
- Contracts of \$16,000 or more, four (4) progress payments at 20%, 40%, 60% and 80% completion. A fifth draw at 100% completion.
- Any additional progress payments may be granted at the discretion of the Director of HCD.

Final Payment: Final payment due to the Contractor, less retainage shall be paid after HCD receives a completed copy of the Contractor's invoice signed by all parties, a release of liens from all subcontractors and suppliers, and a copy of each warranty due to the Owner, and after HCD and the Owner accept all the work performed.

Plans and Specifications

Plans and specifications are complementary. Whatever is shown or reasonably inferable from either shall be as if required by both. If drawings and specifications conflict or require any clarifications, which were not obtained prior to bidding, the property advisor's interpretation of the true intent shall govern.

No deviation shall be made from plans and specifications except upon written order from HCD. HCD will not recognize or pay for any changes made by the Contractor and the Owner without HCD's approval. Division of work under titles and subtitles is for convenience only and no responsibility is assumed by HCD for duplications caused by arrangement of matter in contract documents.

Materials and Workmanship

- All materials furnished shall be new and without any indication of damage or breakage. If usually packaged, it shall be brought to job in original, unbroken, labeled container.
- Brand names mentioned together with phrase "or equal" indicate that other makes of equal quality and suitability may be used subject to prior approval of HCD. HCD reserves the sole right to decide quality of materials.
- Installation of material or product shall be in accordance with the manufacturer's directions and HCD specifications. All costs associated with noncompliance will be the responsibility of the contractor.
- Workmanship shall be in accordance with standard practice. HCD reserves the sole right to determine the acceptability of the work performed.
- Use of lead-based paint is strictly prohibited on HCD assisted properties.

Contractor

- The Contractor is responsible for obtaining all necessary permits. The Contractor shall call HCD and Building Division for inspection at the prescribed times before proceeding with the next phase of work.
- All construction and repairs performed by the Contractor shall comply with the City of Corpus Christi's Building Codes and the approved plans and specifications for the particular job, or whichever is more stringent.
- Contractor shall keep a set of plans and specifications on the job site at all times.
- Contractor shall permit the U.S. Government, or its designee, to examine and inspect the rehabilitation work at any time.
- Contractor shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the project.
- Contractor shall turn in all inspection cards to HCD.
- Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor.
- Contractor shall provide temporary services during times when services are interrupted, during construction, if Owner does not vacate.
- Contractor shall be responsible for any telephone and cable line reinstallation.
- Contractor shall schedule and pay for all inspections and comply with all state construction requirements of the Texas State Board of Insurance. Call 1-800-248-6032.
- Contractor is required to abide by the program guidelines, procedures and decisions.

Warranties and Guarantees

General: All warranties, guarantees, etc. shall bear the date of final acceptance by the Owner and shall be delivered on completion of the work. The Contractor shall also furnish diagrams, maintenance manuals, parts list, and other information pertaining to all equipment installed, together with name of nearest distributor and maintenance representative.

Limited Warranty: The Contractor shall furnish a written limited warranty that guarantees workmanship and materials for a period of one year, during which time the Contractor agrees to remedy defects without charge.

Demolition Requirements

All demolitions performed by a Municipal Government are exempt from asbestos surveys and abatement. Demolition contractors are given a Project specific Landfill Certificate for the City of Corpus Christi landfill. All dump fees are waived by the city while performing demolitions for HCD.

1. Contractor must contact the Property Advisor and schedule an on-site meeting to go over all aspects of the demolition.
2. Contractor must demolish the structure(s) located at the address on the BID Form. Contractor must take preventative steps to control dust and debris leaving the work site such as water spraying.
3. Contractor must obtain demolition permit from Development Services Department located at 2406 Leopard Street (361-826-3240) prior to any demolition work and call for a final inspection.
4. Contractor must leave all fencing intact and in the same state of repair as existing unless specified otherwise.
5. Contractor must visually inspect the property to insure that utilities are disconnected and properly capped

or sealed off prior to any work being performed. Notify the Property Advisor at 361-826-3010 that final inspection has been completed.

6. Contractor must remove all concrete including pier foundations and concrete steps. (Unless otherwise specified).
7. Contractor must remove pipes to a depth of not less than 6 inches below grade. Fill all holes caused by the contractor. Leave the area in a rake clean condition.
8. Contractor must make sure lot is level and free of any ruts, depressions, or mounds. Fill and Compact with Cushion Sand, if needed, to level existing grade.
9. Contractor must remove all other loose equipment, boxes, containers, bricks, stones, concrete rubble, metals, construction materials, and other debris from premises and properly dispose at a Texas Commission on Environmental Quality (TCEQ) registered landfill or a registered Recycling Facility.
10. Contractor must cut down all stumps to ground level. Cut down all tree limbs that hang lower than 7 feet over sidewalk or ground surface and tree limbs that hang lower than 13 feet over street.
11. The area between the front line of the property and the right of way (to include the curbs and gutters) must be included in the clean-up. Mow entire property if grass or weeds are 12 inches or higher.
12. Photographs are required on each work order issued. One (1) photograph before the work is started and one (1) after the work is completed. Both photographs are to be taken at the same location and angle. Address and date each photograph. If photographs are not submitted at the completion of the job, penalties may be imposed or payment withheld.

Required Documentation to be turned in to HCD

1. Unincorporated - Assumed Name Certificate of Ownership
 - Partnership also requires Partnership Agreement
 Incorporated - By laws; Articles of incorporated; Resolution Authorization to sign.
2. Disclosure of Ownership Interest
3. Reference Sheet
4. Insurance Certificate
5. Credit Report

Remarks:

Signed By: _____

Date: _____

City of Corpus Christi Disclosure of Interest



City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities Exchange Commission Form 10-K with the City in lieu of answering the questions below.

Firm Name: _____ Phone # _____

Street: _____

City: _____ State: _____ Zip: _____

Firm is: Corporation () Partnership () Sole Owner () Association () Other _____

DISCLOSURE QUESTIONS

If additional space is necessary, please **use** the reverse side of this page or attach separate sheet.

1. State that name of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above name "firm".

Name _____ Job Title and City Department (if known) _____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name _____ Job Title and City Department (if known) _____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name _____ Job Title and City Department (if known) _____

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: _____ Title: _____
(Type or Print)

Signature of Certifying Person: _____ Date: _____

City of Corpus Christi
Housing and Community Development
P.O. Box 9277
Corpus Christi, Texas 78469-9277

Contractor General Information

Firm Name: _____ Phone # _____

Address: _____

City: _____ State: _____ Zip: _____

Owner: _____ Owner: _____

Address: _____ Address: _____

City: _____ City: _____

State: _____ Zip: _____ State: _____ Zip: _____

How long has your company been in business? _____

How many residential structures did you rehabilitate last year: _____

How many residential structures did you build last year: _____

How many residential structures did you demolish last year: _____

Professional License Holder/Owner: _____

License Type: _____

Which HCD Programs would you like to participate as a contractor: Rehab Demo New construction
Circle the programs interested in.

I, the undersigned, authorize the City of Corpus Christi – Housing and Community Development to contact references listed and verify the credit standing of this contractor and the quality of work performed.

Signature

Date

Signature

Date

Please include copies of all professional license with this application.

City of Corpus Christi
Housing and Community Development
P.O. Box 9277
Corpus Christi, Texas 78469-9277

Contractor References

1. Name: _____

Address: _____

Phone Number: _____

Reference Type: Personal Business

2. Name: _____

Address: _____

Phone Number: _____

Reference Type: Personal Business

3. Name: _____

Address: _____

Phone Number: _____

Reference Type: Personal Business

4. Name: _____

Address: _____

Phone Number: _____

Reference Type: Personal Business

5. Name: _____

Address: _____

Phone Number: _____

Reference Type: Personal Business