

**NELSON THORNTON, P.C.
HOUSING REHABILITATION PROGRAMS**

CONTRACTOR'S APPLICATION

The undersigned Contractor hereby applies to be placed on the Eligible Contractor's List maintained by the Nelson Thornton, P.C. for the purpose of performing housing rehabilitation work through various government-funded programs.

Please include a copy of your State Contracting License

Name: _____

SS #: OR Tax ID # _____

Business Name: _____

Business
Address: _____

Telephone # _____ Fax # _____ Cell # _____

TN Contractor's license #: _____

Expiration Date: _____

Classification(s): _____

Dollar Limit Amount: _____

Minimum Insurance Requirements (Certificates must be included with this application)

Certification of Insurance showing a minimum of \$100,000 of general & automobile comprehensive and no less than \$100,000 for property damage liability must accompany this application.

Certification of Workman Comp insurance must accompany this application. **Remember that as the general contractor YOU are responsible for every worker on the job.**

Builder's Risk insurance will be required before signing any new construction contracts.

List material suppliers you will use in this program. Please include telephone # and contact person. (Use the back of this page if needed)

List subcontractors you will use in this program. Include trade, telephone # and contact person. (Use the back of this page if needed)

XX

The undersigned contractor agrees that in consideration for being placed upon the Eligible Contractor's List he/she will comply with the following conditions on all rehabilitation work performed:

1. That work will be performed in accordance with the various codes of the City, County and State, subject to such inspections as deemed necessary by the local government and Nelson Thornton, P.C. (program administrators).
2. That if work performed by the contractor or his subcontractors is found to be unsatisfactory by codes inspectors, program inspectors, local governments or Nelson Thornton, P.C. **OR** if contract relations between the contractor and homeowner or other parties are found to be unsatisfactory then the contractor can be removed from the Eligible Contractor's List.
3. That adequate Liability, Workman Comp and Builder's Risk insurances certifications will be provided to the local government before any work is performed and will be maintained through out all construction contract periods.
4. That the contractor will abide by equal opportunity provisions of the Civil Rights Act.
5. That the contractor will guarantee his/her work for one (1) year.
6. The applicant must sign the attached "Guidelines for Contractors and Construction Projects".

Signature

Date

GUIDELINES FOR CONSTRUCTION PROJECTS

The following guidelines will be maintained by Nelson Thornton, P.C. (NTPC) regarding its Tennessee Housing Development Agency housing rehabilitation programs:

Payments

There can be two payments per each project.

When you have completed 60% of the work you can request 50% of your money. This Interim Draw Application will require that the homeowner and NTPC's inspector to sign-off it. This pay request is sent to the City or County for their signatures and then sent to Tennessee Housing Development Agency for payment. This process can take up to 3 weeks.

When the punch list is completed then you may submit a Certification of Completion and Final Inspection form for the remaining 50% of your money. Once again this will require the homeowner's and NTPC's inspector signatures. Once again this can take up to 3 weeks before the money is sent to the City/County for your payment.

Bid Notices, Write-Ups and Bid Specifications

Contractors should read each Bid Notice, Write-up and Specifications carefully. They do change with each project. Contractors will be responsible for each item as it is presented. If the specifications are not precise and clearly understood, contact NTPC for clarification. If they are not clear to you then they are probably not clear to others. NTPC does not want to hear..."I thought you meant"....

If this is an area that NTPC needs to work on let us know.

Bid Range

NTPC rehab programs will carry 15% bid ranges for all bids. The project inspector who does the write-up will also provide NTPC an estimate. Regardless of how little you are under or over the bid range, all bids outside the bid range will be thrown out. If there is a question about the estimate, such as the vast majority of bids are outside the bid range, then NTPC will review the inspector's estimate for reasonableness. If it was found to be unreasonable, then the project's write-up will have a change in the scope of work and re-bid.

Awarding of Bids

The lowest bidder within the bid range will be awarded the contract. Under no circumstances will the homeowner be able to pay the difference between the lowest acceptable bid and a higher one so they can have the Contractor of their choosing. This may occur in other programs but not in NTPC's. The reasoning is that if NTPC allows a contractor to bid then he has been deemed an acceptable. The homeowners will not be able to pick and choose a Contractor. If you are good enough to bid in the program you are good enough to do the work.

Required Insurances

Insurance costs, especially Workman Comp, can be very expensive. It is not fair for some to maintain the insurance requirements and others to not; especially when it come to bidding.

The following are minimum requirements to be eligible:

\$100,000 of general & automobile comprehensive

\$100,000 for property damage liability

Workman Comp

Builder's Risk for new construction

Remember that as the general contractor YOU are responsible for every worker on the job.

The Construction contract that you sign says the following:

“Covenant and agree to and to hereby indemnify and to hold harmless and defend the OWNER, the Grantee and the State of Tennessee their agents, servants or employees, from against any and all claims for injuries or damages to persons or property of whatsoever kind of character whether real or asserted arising out of this agreement of the work to be performed hereunder. The Contractor hereby assumes all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind of character whether real or asserted occurring during the time the work is being performed and arising out of the performance of same. Agree not to commence work under this agreement until all insurance required under this program has been secured and such insurance required under this program has been secured and such insurance has been approved by the Grantee.”

Change Orders

Change Orders will only be issued for items that were missed in the original write-up and **then only** for those things needed to ensure the house meets code. Don't try the “low-balling and making it up on a change order” trick.

Construction Time Periods

All write-ups and bid notices will include the number of days that will be allowed for the completion of the project. Change orders of additional days will be granted **ONLY** if something occurs beyond the Contractor's control. Weather will be considered only in cases of abnormal rainfall, storms or hot/cold spells etc. We all know what type of weather conditions to expect during each season of the year in West Tennessee. Bid accordingly. There will be a fine of \$100 a day. Remember, NTPC does not get paid until you get paid and we want our money as fast as possible. Delaying a project delays our payments.

Workmanship

Contractors are reminded that good workmanship is required for his or her project. Good workmanship is hard to define, but you know it when you see it. For NTPC and its project inspectors, it will be viewed as good, competent work performed to the material and/or manufacturer's specifications. It will be viewed as work by a journeyman tradesman. Remember, the Contractor is responsible for all of the subcontractor's workmanship. Their workmanship is a reflection on the Contractor.

Number of Projects Allowed to Any One Contractor

NTPC will not limit the number of projects that any one Contractor could have at any one time UNLESS it is specifically stated in the Bid Notice. We believe you know best what your company can handle and can not handle. The \$100 a day fines should help with self-regulating this issue.

Working Relationships

The Contractor is reminded that he/she has signed a contract with the homeowner, not the local government, NTPC or the State of Tennessee. These entities are the grantees, facilitators and administrators of the project. The Contractor is advised to create and maintain a good working relationship with the homeowner. In the private sector this would be required of you. Where the money comes from has no bearing on your projects. Statements to homeowners like “your getting it free so don’t complain” should be said by only those Contractors doing the work for free.

Homeowner Choices & Material Selections

Homeowner will have the same selections as normal clients. Contractors must present enough samples so that the homeowner has a real choice. The Contractor is encouraged to work with the homeowner on obtaining written documentation of items chosen by the homeowner as soon as possible after signing the construction contract. This will eliminate disagreements towards the end of the project and will help speed the project along. NTPC will side with the homeowner when there are disputes between the Contractor and the homeowner over selected items AND there is no written documentation.

Required Inspections

Nelson Thornton, P.C.'s has its own project inspectors. They are not to be confused with State or City inspectors. The State and City inspectors have their own jobs and duties to perform. It is the Contractor's duty to work out required inspections each State and City inspectors' particular specifications and requirements. NTPC's project inspectors are to ensure that the Contractor is building according to Nelson Thornton P.C. plans and specifications. We stress that the project inspectors will be the go-to person on building matters. We will relay to the inspectors our standards, but they will have final say in accepting your work. It will be the Contractor's responsibility to contact the project inspector with enough lead-way so that he can schedule his or hers inspection. If a Contractor does not request an inspection and proceeds ahead without permission and the project inspector finds a problem or suspects a problem then the Contractor will have to remove and replace the area or item at his own expense.

Please sign and return the signature page with your application

**I have read and agree to abide by the Guidelines for
Contractors**

Contractor

Date

Nelson-Thornton does not need the copy of the Guidelines back.

**UNDERSTANDING & AGREEMENT
WITH
LEAD-BASE PAINT PROJECTS**

Submit a copy of your Lead Certification(s) when returning this form.

The use of Lead Safe-Work Practices, in compliance with all applicable federal, state and local laws, rules, regulations and guidelines for lead dust environments, must be maintained throughout the entire length of a project.

Copies of the Lead Base Paint Inspection and Assessment Reports will be included in all bid documents.

The Housing Rehab Program will pay for the first Clearance Inspection. If you fail the first clearance inspection, all others will be at your cost.

Nelson-Thornton, P.C. (project administrators) has contracted the services of a lead-based paint inspector who will perform the clearance inspection. In addition, Nelson-Thornton will provide a housing inspector. The lead-base inspector will ensure the project is done according to proper lead-based paint codes and the housing inspector will ensure that all other work is done correctly and to good workmanship.

Since lead-base paint contractors must be certified by the State, then you should know all forms, documents, requirements and contacts required of you to conduct lead-base paint projects. If you have any doubt as to what is required of you, please contact the State.

Contractors are not relieved of any Federal or State requirements because something is not stated, mentioned or detailed in the work write-up.

Liability for lead-based issues rests with the contractor.

Contractor

Date