



Contractor Handbook

**For Participation in
Alameda County
Healthy Housing
Rehabilitation Programs**

County of Alameda
Community Development Agency
Healthy Homes Department
2000 Embarcadero, Suite 300
Oakland, CA 94612

Revised November 2015

CONTRACTOR'S HANDBOOK

FORWARD

Thank you for your interest! To be eligible to participate in the Healthy Homes (HH) Department's programs, a contractor must be qualified. Contractors must be able to meet and maintain the standards outlined in this manual. Contractors may not be approved as qualified. Previously qualified contractors may be removed if they fail to maintain standards. The Alameda County Healthy Homes Department depends upon the skills, services and professional attitudes of qualified contractor partners for the program's continued success.

This document:

1. Describes the procedures used while working on properties financed by the Healthy Housing Rehabilitation Program, and
2. Provides examples of the forms used in the program.

All Contractors are required to familiarize themselves with the guidelines and to follow procedures, instructions, and standards identified and promoted. Our goal is high quality work and efficient operations.

All contractors will be notified when any new procedures are developed and when changes are made to current procedures. A new version will be available on our website. Contractors are required to keep themselves abreast of changes to this handbook.

If you have any questions or concerns regarding our procedures or policies, please contact Damien Gossett at 510-567-8231 or Damien.Gossett@acgov.org or call the front desk at 510-567-8282.

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I. GENERAL INFORMATION

REQUIREMENTS FOR QUALIFIED CONTRACTORS

A. Basic Requirements

To be eligible for participation in the Healthy Housing Rehabilitation Program, a Contractor must:

1. Submit a Contractor's Application describing company structure, financial resources, name of insurance carrier(s) for General Liability, Auto and Workers Compensation coverage's, names of principal suppliers/subcontractors, work specialties, work references, and licensing credentials.
2. Possess "tools of the trade" including vehicle for transporting materials, tools and accessing the property.
3. Possess and use communication devices and tools, i.e., computer, electronic mail (email), telephone, cell phone, fax machine.
4. Have a thorough knowledge of, and adequately apply construction industry methodologies and standards.
5. Have an acceptable past performance record.

B. Insurance Requirements

Contractors shall provide a Certificate of Insurance from their insurance carrier which shall include a minimum cancellation period of thirty (30) days, certifying the insured has insurance in force for the following types and amounts of coverage required:

1. General Liability – One Million Dollars (minimum) coverage
2. Independent Contractors
3. Products incl. Completed Operations
4. Hold Harmless (Contractual)
5. Auto-owned, hired or leased
6. Worker's Compensation

The insurance certificates shall be submitted to the Department as part of the application.

C. Lead, Asbestos and other Hazardous Materials

Any work performed on surfaces containing hazardous materials (lead, asbestos, etc.) must conform to State and Federal regulations concerning their disturbance, removal or encapsulation and disposal.

For paint disturbing work on pre-1978 buildings, an EPA RRP Certified Renovator is required to be responsible for the project. The company must be registered with the EPA as an EPA RRP Certified Firm. All paint disturbing work must be performed by workers who have received an approved one-day training or they must be supervised by a State certified Lead In Construction Supervisor.

All work involving hazardous materials must be performed by appropriately

certified/trained workers who are supervised by an appropriately State/EPA certified supervisor.

Documented proof of current certification/training must be submitted prior to the start of any work and be available if requested on the job site.

II. CONTRACTOR SELECTION PROCESS and Mandatory Bid Walks

The Healthy Homes Department posts available projects for bidding on the Departments bid line (510.567.8256). Information posted will include the project ID #, the location, a summary of the work and staff contact information. Contractors who wish to bid on a project must attend the bid walk. Project packages, including scope of work, bid walk details or summary and bid submittal deadline will be available at the bid walk.

Bid walks may be rescheduled at the option of either the Owner or the Healthy Homes Department.

All bids are due on the date and time specified and must be returned to the designated Department office. Bids will be time and date stamped to document that they have been received prior to the deadline.

Any bids arriving after the specified date and time regardless of delivery method (fax, mail, courier, etc.) will be rejected.

The bid results will be available to all bidding contractors upon request.

Minor Home Repair projects are not posted but are awarded to eligible contractors on a rotating basis

The Owner may accept a qualified contractor regardless of whether the submitted bid is the lowest bid. Costs must be certified as reasonable by the Department. The Department may certify any cost as ineligible or not reasonable based upon funding source requirements at its sole discretion.

III. BID AND CONTRACT DOCUMENTS

A. Scope of Work

The Scope of Work is prepared and written by the Department in consultation with the owner. The scope is developed after a complete inspection of the property. It identifies mandatory work items that must be included in the Contractor's bid including alternates. The work is prioritized as listed below:

1. Health and Safety Hazards
2. Code Violations including Zoning
3. Housing Quality Standards
4. Lead Hazard Reduction
5. Incipient Violations

6. General Property Improvements

B. Bid Proposal Form

Completed by the Contractor showing both the itemized and the total bid price for the work.

C. Program Rehabilitation Standards

The “Standards” are incorporated by reference in the bid and contract documents. All work must be in conformance with the “Standards” which are included here as Exhibit “A”. The contractor’s workmanship and performance are subject to evaluation and acceptance by both the Owner and the Department. Failure to maintain an acceptable performance level will result in disbarment from the program.

IV. STANDARD PROCEDURES

A. Bidding

1. The Contractor shall review the scope of work and all other documents. They are responsible for their bid and its contents for the project. This includes site familiarity, inspection and review of the scope of work, measurements and quantities, facilities, materials, equipment, labor, power, water, if required, as well as those listed by any subcontractor who may perform work on the project.
2. The Contractor shall return a completed bid proposal to the Department prior to the bid deadline.
3. The Department will review the bid proposal for conformance to the scope of work and cost. Reviewed items will include:
 - a. determination if all work items are included;
 - b. determination if bid proposal conforms to program specifications;
 - c. any proposed alternates or alternate methods to address the deficiencies; and,
 - d. the cost.
4. The Department and the Owner may contact the Contractor to negotiate revisions to the proposal. However, no substantial changes will be negotiated or made without rebidding.

B. Rehabilitation Contract

This Department will prepare the Owner/Contractor Agreement. The agreement will be executed by the Owner and the Contractor at the pre-construction conference or at any other time or place convenient to all parties. The scope of work, specifications, costs, colors and materials and all other contract documents will be reviewed. Work desired by the Owner but not eligible to be funded by the Department may be included in the contract. However the Owner must provide and place the funds necessary to complete the work in an account held by the Department to ensure that the contractor will be paid and that the Department’s interest is not jeopardized.

C. Colors & Materials Selection

The Owner's Selection Checklist is part of contract documents. It lists the specific materials, colors, brand names or model number of fixtures or other equipment, as chosen by the Owner.

D. Relocation and Site Protection

Contracts that involve relocation and/or extensive lead hazard or toxic material reduction may require relocation of the occupants and their belongings. The vacated structure shall be under the control of the contractor. The Contractor shall remain responsible for all safety and security on a 24 hour basis until the project is complete and clearance testing is performed. While working in vacant structures is more efficient, occupant relocation carries significant daily cost. The Contractor shall complete the lead hazard reduction or other activities that require relocation and have the unit pass a clearance test, within the specified time period.

E. Notice to Proceed

The Notice to Proceed, signed by the Owner and the Department, is sent to the Contractor and authorizes the start of work. The notice indicates the date for the start of the work and the completion date. The Notice to Proceed for work requiring lead hazard reduction will be issued only after all custom materials including but not limited to, windows, doors, replacement cabinetry, fixtures, etc., have been ordered and staged either at the contractor's place of business or on the job site. The objective is to minimize the relocation period.

F. Permits and Design Review

The Contractor is responsible for obtaining: a) Design Review approval when required by the jurisdiction, b) all required permits required by the jurisdiction prior to starting construction and c) any other required inspection approvals required by the jurisdiction for the project.

G. Inspections

The Contractor shall monitor progress of their work to ensure high quality workmanship and timely completion. The Contractor shall notify the Department and schedule inspections to verify unknown conditions that may affect the work, require change orders, request for progress payment and final completion of the work. Failure to contact the Department, or proceeding without the inspections, may result in delay of payments or nonpayment for unapproved work.

H. Payment Procedures

When work has been completed in accordance with the contract schedule, the Contractor shall request a payment inspection. The Contractor shall schedule an appointment at least one week in advance of the date the payment is desired. The Contractor shall supply lien waivers from all subcontractors and/or suppliers furnishing material for the items on the work for which the payment is requested. The payment request shall be submitted on the Department voucher along with an itemized invoice on the Contractor's letterhead or invoice. The Department and the Owner must approve the request for payment on the Department voucher. The Department will only authorize payment for work that has been completed and verified by inspection. A retention of 10% of each approved payment is withheld

which will be released thirty-five days after the filing of the Notice of Completion.

I. Clearance Examinations

The Contractor is responsible for cleaning the site to meet lead dust thresholds established by the EPA. Compliance will be verified by visual inspection and dust wipe sampling. The Contractor is responsible for all additional cleaning if the work fails to attain the clearance thresholds as well as any additional cost assessed for repeat visits, tests, dust and/or laboratory fees. Final payment will be withheld until the unit(s) passes clearance testing.

J. Recording of the Notice of Completion.

When the project is complete, the Department will prepare and have the Owner execute the Notice of Completion which is filed with the Recorder's Office of the County of Alameda. Approximately thirty-five calendar days after recording, the Department will release the retention payment due the Contractor.

K. Warranty

The Contractor shall provide a twelve-month warranty for both workmanship and materials. Failure to comply with the obligations of the warranty period is grounds for removal from program participation. The Contractor shall provide to the Owner the manufacturer's warranty, instruction manual, and specifications for any equipment installed as part of the work before the Notice of Completion is filed.

V. CONTRACTING NORMS

A. Resolving Disputes

It is the Department's goal to minimize disputes by having the contract accurately reflect the project and work processes involved. The Department will use its best efforts to resolve any disputes that may arise between the Owner and the Contractor regarding interpretation or lack of clarity. If a dispute cannot be resolved through negotiation, the contract provides the methodology for resolution which may include mediation and binding arbitration.

B. Debarment

If the contractor fails to comply with program requirements and if, in the judgment of the Department, does not perform satisfactory work, he/she may be disqualified from the program and no longer allowed to bid on projects. The reasons for disqualification include, but are not limited to:

1. Failure to perform or maintain professional standards
2. Failure to fulfill contractual obligations, including incomplete or unsatisfactory materials and/or labor, punch list and warranty work.
3. Failure to adhere to an established time schedule for work completion.
4. Failure to honor a bid.
5. Failure to maintain a professional working relationship with the Owner and Department staff.
6. Failure to comply with all the requirements of the contract and related documents.
7. Discrimination against, or denial of employment to, any individual in the

performance of any contract on the grounds of race, color, national origin, age, sex, handicap, belief or political affiliation, in violation of Title V and VII of the Civil Rights Act (42 USC 2000d) and the Age Discrimination in Employment Act (29 USC 794).

8. Collusion between the Owner, Contractor or other party involving kickbacks or any other mutual effort to fix a bid amongst bidding contractors in violation of the Copeland Anti-Kickback Act (18 USC 874 as supplemented by 29 CFR. Part 3).
9. Performing side deals, cash work or extra work.
10. Unapproved material substitutions, unreasonable or unexplained delays, unprofessional conduct on the part of the Contractor or his/her employees.
11. Unacceptable work, unsatisfied complaints, failure to follow program procedures, lack of liability insurance and/or worker's compensation insurance and acts or activities deemed unethical or unprofessional.
12. Discrimination, racial or sexist statements, offering bribes or kickbacks, drugs or alcohol use on job site, or unprofessional behavior.
13. Failure to pay or to make timely payments to employees, subcontractors or material suppliers.
14. Inclusion on the Federal Excluded Party Listing System (EPLS).

C. Equal Opportunities

The contractor shall ensure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, age or disability. Such actions shall include but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.

All solicitations or advertisements for employees placed by or on behalf of the contractor, must state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability. The contractor shall comply with the provisions of Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11375 of 1967 and the Equal Employment Opportunity Act of 1972. The contractor may be requested to furnish information and reports requested by The U.S Department of Housing and Urban Development (HUD) to ascertain compliance with such rules, regulations or requests, or with this non-discrimination clause.

D. Conflict of Interest

In order to avoid personal conflict of interest in awarding contracts or making purchases of property or service under this program:

1. No contract or procurement will be made with any organization in which any person in an administrative capacity may benefit unless specifically authorized by the Director of the Community Development Agency (CDA), in conformity with applicable federal, state and local laws.

2. No contract or procurement will be made to any organization in which an immediate family member of a person in an administrative capacity with the Community Development Agency may benefit unless authorized in writing to do so by the Director of the CDA.
3. No employee shall solicit or accept gratuities, favors or anything of monetary value from contractors, providers or potential subcontractors.
4. No employee shall be related by blood to any Contractors or Contractor's family.

E. Office Visits

Office hours are 8:30 A.M. to 5:00 P.M., Monday through Friday, at the Department Offices at 2000 Embarcadero, Suite 300, Oakland CA 94606.

VI. STANDARDS FOR HOUSING REHABILITATION OF SINGLE FAMILY HOMES (REFER TO SPECS, ON FILE AT CDA)

A. PURPOSE

Standards for the rehabilitation of existing residential properties have been developed to provide minimum design and construction standards for Alameda County's Housing Rehabilitation Programs. They are intended to serve as the standards in carrying out Alameda County's Housing Rehabilitation objectives and goals. The Rehabilitation Standards are based applicable local codes. However, questions regarding the applicability of any specific code requirement should be confirmed with the jurisdiction. These Standards represent only the minimum acceptable level for the rehabilitation of properties participating in Department programs.

The Department intends for the Standards for Rehabilitation of Single Family Homes to be used to:

1. Assure improved housing that is livable, healthful, safe and structurally sound, and at the same time, affordable enough in cost for present neighborhood residents to afford;
2. Provide an acceptable minimum level for residential Rehabilitation based on performance, with maximum flexibility to meet local and project specific conditions;
3. Encourage innovation and improved technology toward reducing construction cost;
4. Establish standards that will correct code violations, and will serve to identify eligible criteria for the Rehabilitation program that will assist homeowners and contractors in developing scopes of work.

B. Historical Preservation

Any structure designated for historical preservation or restoration of any structure that has been placed on the National Register of Historical Buildings shall not have the basic character of the structure changed by demolition or the addition of framing, coverings, or accessory structures.

C. Property Rehabilitation Standards

Standards for Rehabilitation work are described in this section. Rehabilitation work items are defined according to program priorities established by the Alameda County Healthy Housing Department. A priority system is used to identify and clarify mandatory work items and other work items done to meet program goals. The priority system is based on the following three improvement categories:

- Category A: Mandatory work items. Those items that threaten the health and safety of residents (e.g., basic structural, mechanical, electrical, and plumbing systems) and those items that constitute other program specific requirements (e.g., exterior painting). If there are insufficient dollars available for Category A improvements, the project should be considered infeasible and should not be approved.
- Category B: Items that are code deficiencies, but are not threatening health and safety items, or that are incipient violations. (An example might be a hot water heater that is properly vented, but is within a year or two of its life expectancy). If sufficient dollars are available to address more than all Category A items, then Category B improvements may be undertaken.
- Category C: Identified as “GPI” or General Property Improvement Items. Those items that are not code deficiencies, but instead, are improvements preferred by the owner. These items improve the basic habitability of the premises. The cost of Category C items should not exceed 40 percent of the total Rehabilitation cost. Category C items may only be addressed if sufficient funds are available after doing all Category A and B items.

The standards are keyed A or B to provide a guide in determining the severity of deficiencies. Category C items are not included in the key due to their not being code violations.

Exhibit A
**STANDARDS FOR REHABILITATION OF
 1 – 4 UNIT, SINGLE FAMILY HOMES
 COUNTY OF ALAMEDA, CALIFORNIA**

I. Exterior	
A. Grounds	Category
1. Walkway, Steps:	
Exterior walkways, including public walkways abutting the property and exterior steps, where there is a change in grade of the year, must be in sound condition and not present a trip hazard	B
Exterior stairs over 30 inches high shall have a handrail that is in sound condition.	B
2. Fences – not eligible, unless a health and safety issue	Not eligible
3. Drainage – Yard drains, downspouts terminals and downspout extensions shall be freed of all obstructions to allow the free flow of water.	B
4. Detached Garages and Sheds – normally not addressed, unless badly damaged and deteriorated. Damaged or deteriorated detached garages and sheds beyond repair will be removed from the premises.	B
B. Exterior Structural System	
Category	
1. Foundation, Walls – foundation and exterior walls will be maintained in a structurally sound condition to provide support for all loads upon them and to prevent the entrance of water. Defective foundations, walls and wall finish materials will be repaired or replaced, as necessary, according to the requirement of the County Building Code.	A
2. Porches – Damaged porches and porch supports will be repaired to a structurally sound condition or replaced. Steps, handrails, and porch roofs are all considered as parts of the porch.	A
3. Windows and Doors –	
a. All cracked or broken glass panes in windows or doors shall be replaced.	A
b. Damaged doors and windows are to be repaired to a water tight, weather-tight and operable condition. Windows and door opening directly to the exterior shall have locks. Deteriorated screens shall be repaired or replaced.	A
4. Roof Systems: Roof systems shall consist of roof, rafters, sheathing, gutters and downspouts, and skylights or hatches, if existing. Damaged or deteriorated roof systems will be replaced or repaired to a sound and weather tight condition.	A
5. Exterior Painting – All exterior walls shall be covered with a weatherproof material	A

II. Interior	
	Category
A. Floors - Floors in habitable spaces: All floors where damaged will be repaired or replaced to provide a firm, smooth, and reasonably level surface.	A
B. Walls and Ceilings – Interior walls and ceilings that are broken or sagging shall be repaired to a sound condition, free of holes, and sagging or broken sections. Baseboards, molding and interior door and window trim are considered part of the walls.	A
C. Stairs – All interior stair treads, risers and handrails shall be in sound and safe condition or be repaired or replaced, as necessary. All stairways over four risers high must have a handrail.	A
D. Electrical System and Fixtures: <ol style="list-style-type: none"> 1. Hazardous Conditions – Electrical systems and fixtures that constitute a hazard by reason of inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage, or for similar reasons, shall be corrected to eliminate the hazard. 2. Required Fixtures – Every habitable room shall contain at least two supplied electric convenience outlets and one supplied electric light fixture. Every water closet compartment, bathroom, laundry room, furnace room and public hallway shall contain at least one supplied electric light fixture. 3. Proper Installation – Every outlet and fixture shall be properly installed, shall be in a safe operating condition and shall be connected to the source of electric power in a safe manner. 	A A A
E. Plumbing: <ol style="list-style-type: none"> 1. Facilities – All plumbing facilities shall be in a sound condition, free of leaks, deteriorated pipes and connections, and capable of supplying hot and cold running water to the premises, as well as providing for adequate disposal of waste. 2. Gas lines – Gas supply lines should be adequate to supply gas to all gas fixtures and appliances. Defective gas supply lines will be replaced. Existing obsolete gas fixtures and unused gas supply lines will be removed. All copper gas connections must be replaced. 3. Water Heaters – Defective water heaters and installations shall be repaired or replaced. All water heaters shall be properly vented. 4. Water Heater Location – No water heater shall be located in a room used for sleeping purposes. No gas or oil fired water heater shall be located in a bathroom, clothes closet, under any stairway, or in a confined space with access only from the above locations. 	A A A A
F. Heating – All dwelling units shall have heat. Heating units shall be properly installed and maintained in a safe working condition, capable of heating all habitable rooms. Defective heating units shall be repaired or replaced as necessary with new fuel efficient heating units. All heaters shall be properly vented to prevent the accumulation of gasses.	A

	Category
<p>G. Insulation: Walls, Attic, Floors – Insulation shall be applied to the interior side of any exterior structural wall when plaster, sheetrock or stucco is removed. Weather stripping – Damaged or defective weather stripping shall be replaced. Weather stripping should be applied, where needed, to all exterior doors, windows, and other access openings.</p>	<p>B</p> <p>A</p>
III. Special Systems	
	Category
<p>A. Kitchen</p> <ol style="list-style-type: none"> 1. Ranges – Kitchen ranges shall be in a sound, operable condition or shall be repaired or replaced as necessary. When a range is replaced, it must be built in to the structure so as not to be easily removed. All ranges must have ventilation, through the use of range hoods or a kitchen window. 2. Floors – Kitchen floors shall be free of cracks, holes or sagging sections. Floors should be covered with a waterproof material. Damaged or defective floors shall be repaired to a smooth condition that can be easily cleaned. 3. Cabinets – Defective, broken or sagging kitchen cabinets shall be repaired or replaced as needed. 	<p>A</p> <p>A</p> <p>B</p>
<p>B. Bathrooms</p> <ol style="list-style-type: none"> 1. Fixtures – Existing bathroom fixtures shall be in a sound, operable condition, or be repaired or replaced as necessary. 2. Obsolete fixtures – Where fixtures have been replaced, moved or where floor repair has taken place, all obsolete fixtures and drains shall be removed. 3. Waterproof Coverings – All bathroom floors and walls of bathtub/shower areas shall be covered with a waterproof covering in a sound condition, free or cracks, breaks or holes. 4. Ventilation – All bathrooms must have adequate ventilation. Ventilation shall be provided with windows or an approved exhaust fan. 	<p>A</p> <p>A</p> <p>A</p> <p>A</p>
<p>C. Smoke Detectors – Each dwelling unit shall have an approved smoke detector located in each bedroom, at the head of all interior stairs, and in a central location that provides protection to all sleeping rooms.</p>	<p>A</p>

EXHIBIT B
CONTRACTOR DEBARMENT POLICIES

Policy

The CDA Healthy Housing Department Rehabilitation Guidelines require that we finance work only with contractors who are qualified and reputable.

Purpose

To establish rules for disbarment or sanctions against corporations, partnerships or other entities who do not fulfill their responsibilities to the homeowners or the CDA Healthy Housing Department Rehabilitation Program.

Authorized Sanctions

The following is a list of sanctions that may be imposed based on reasonable cause:

1. Temporary denial – denial of participation or conditions for participation in specific programs.
2. Suspension- immediate exclusion from participation based on evidence of wrong doing.
3. Debarment- exclusion from participation in programs for a period of the time commensurate with the seriousness of the infraction.
4. Voluntary exclusion- voluntary exclusion by agreement with Housing Rehabilitation Program.

VII. CONTRACTOR'S ACCEPTANCE

To be placed in the "Active Contractor List," I/We, the undersigned contracting firm, agree that I/we will comply with the following conditions on all Housing Rehabilitation work performed on properties financed by the Alameda County Healthy Housing Department Rehabilitation Program:

1. To use only contract forms approved by the Healthy Housing Department Rehabilitation Program.
2. To perform in accordance with the Healthy Housing Department Rehabilitation Program and Construction Industry Standards of date, subject to such inspections as deemed necessary by the Department.
3. To provide documentation showing required licensing and current liability insurance at all times.
4. To provide Worker's Compensation information, as needed.
5. To abide by Equal Opportunity provisions of the Civil Rights Act.
6. To agree that if our work is found to be unsatisfactory by the Department, or if contract relations between the contractor, homeowner and other parties are found unsatisfactory, the Department may remove the company's name from the Contractor Database.

Firm Name

Authorized Signature

Title

Date