



CONTRACTOR HANDBOOK

PURPOSE

The purpose of this handbook is to provide an understanding of the Housing Division's requirements and procedures for contractors.

The City's Housing Programs offer a good opportunity for contractors interested in home improvement work. The Housing Division is interested in working with qualified professional contractors who perform quality work for our borrowers. The Housing Division hopes this handbook will help the staff and contractors deliver housing programs more consistently and efficiently to our loan customers.

The Housing Division reserves the right to change any of the following procedures or rules. All contractors will be notified of any changes prior to changes taking place.

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GENERAL INFORMATION

I. INTRODUCTION

Public and private funds are used to furnish financial assistance to homeowners and investors.

1. Community Development Block Grant funds are available for homeowners to rehabilitate their houses to meet the City of Wilmington's Minimum housing code. Maximum loan amount is \$75,000.00. Normal Rehabilitation limit is \$25,000.00
2. Funds are also available city-wide for the Limited Assistance Grant program to lower income elderly or handicapped persons to address serious housing problems of an urgent nature not to exceed \$7,500.00.
3. Rental Rehabilitation Loan funds of up to \$70,000 are available in targeted areas of the City whose owners renovate housing for rent to low income tenants. Project must be referred by City of Wilmington's Code Enforcement Department.
4. Home Ownership Pool - Maximum Mortgage for a home is \$160,000.00 or \$175,000.00 if it is a new home. This is a cooperative working relationship between the City and local banks
5. A series of Grants are available and may be tied to a Rehabilitation loan.
 - Lead Based Paint up to \$20,000.00
 - Historic Grant \$10,000.00 (\$15,000.00 if a slate or standing seam metal roof is involved).
 - Relocation Grant-\$8,000.00 Must be requested by Rehabilitation Specialist.
 - Home Maintenance Grant-\$5,000.00
 - Limited Assistance Grant - \$7,500.00

* Amounts may vary.

II. CONTRACTOR'S APPLICATION

Contractors interested in participating in the Housing Division programs must submit an application for approval. After approval, the contractor's name will be placed on the Contractors Register. In order to be approved the following requirements must be met.

1. Contractor is required to have insurance in the amount of \$500,000 or \$1,000,000 combined general liability coverage (including bodily injury and property damage) and Workman's Compensation insurance. Evidence of insurance (copies of certificates of insurance) are required to be submitted to the Housing Division prior to beginning any work. Coverage, in all cases, will include damage or injury resulting from work performed by any employee, consultant or subcontractor. One original certificate will list the City of Wilmington as certificate holder and will be submitted to:
Administrative Technician
Community Development Division
P.O. Box 1810
Wilmington, NC 28402-1810
2. Contractors who wish to bid on houses or buildings financed with funds from the City are required to make a \$1000 Surety Deposit with the City.
3. A condition for continued participation is the maintenance of a good credit record. The Housing Division will request a credit report be provided by the prospective contractor ,to substantiate the contractor's credit history.
4. The Housing Division will verify the contractor's bank account and deposits to ensure there is enough money to start a job.
5. The Housing Division requests references from subcontractors, building suppliers, and previous customers to substantiate the contractor's professional capability.
6. All contractors wishing to perform work on City Rehabilitation Projects ,must attend and be able to present for review, documentation of completion of a HUD/EPA sanctioned course on Lead Based Paint Work Safety .The City of Wilmington twice yearly will conduct these classes and present the qualified contractors with a certificate of completion.

III. WORK WRITE-UP

The work write-up constitutes the work requirements for each job. Items in the write-up are detailed including methods of application and standards for materials. No changes in the scope of the work write-up will be considered valid without a signed change order.

Floor plans and other drawing are diagrammatic only, illustrating the general scope of the work and do not show all of the work required, exact dimensions or construction details.

Questions concerning the work write-ups should be referred to the Housing Construction Technician. Only materials conforming to the requirements of the write-up shall be used in the work. Contractors have an obligation to perform all the work strictly in accordance with the requirements of the work write-up. The contractor will perform all work in conformance with applicable local codes and requirements whether or not they are described in the work write-up. Whenever it appears that materials furnished and work performed by the contractor fail to fulfill the requirements of the contract, the Housing Construction Technician shall call discrepancies to the attention of the contractor to resolve in conformance with the specifications and to the satisfaction of the owner.

IV. BIDDING PROCEDURES

- A. All Contractors on the Contractor's Register will receive an invitation to bid on the City's rehabilitation jobs up to \$30,000.⁰⁰. Bids totaling more than \$30,000.⁰⁰ must be submitted by contractors licensed by the North Carolina Licensing Board for General Contractors. Also, if a contractor is selected by the home owner, and not on the Contractor's Register, the contractor must be approved by the Community Development Department to receive an invitation to bid.
- B. Bid package (Specifications and Bid Proposal) can be picked up from the Community Development Office at the secretary's desk. Contractors on the City's approved list who have e-mail or fax services, can receive a Bid Packet via electronic media , however hard copies of the Bid Packet must be acquired, filled out and presented in their original form to be considered. Contractors must schedule a pre-bid inspection with the homeowner in order to submit the bid. The homeowner will verify (sign) the Confirmation of Pre-Bid Examination form at the time of the pre-bid inspection. Contractors will be given ample in which to prepare the bids. The Bid Solicitation Notice will indicate the bid opening date and time. Sealed bids must be submitted prior to, or at the appointed bid opening time. Bids from two (2) contractors must be received in order to open and post the bids.
- C. Within ten (10) days following the bid opening, the homeowner will select the contractor. The homeowner may select a contractor who is within +/- 15% of the Rehabilitation Technician's estimate.

- D. The following exceptions will apply:
1. First Bid -- Job has been let out for bids and no bid or only one bid was received, the bid will not be opened and the job will have to be re-bid.
 2. Second Bid -- Job has been let out for the second time and no bid was received, a contractor may be selected from the contractor's register by the Community Development Department provided that the selected contractor's submitted bid falls within the 15% cost estimate range. However, if only one bid was received, that bid will be opened and posted. If that bid falls within the 15% range, the contractor may be selected.
 3. If the two required bids or all the bids are outside of the Rehabilitation Technician 15% cost estimate, the contractor(s) submitting the bid(s) shall have seven (7) days from the bid opening to submit revised bids to fall with the 15% range.
 4. The job will be let out for re-bid when there is a change in the cost estimation, or a change in specifications.

V. REHABILITATION WORK CONTRACT

The contract for rehabilitation work is between the contractor and the homeowner with the Housing Division as the monitoring authority*. The contract includes the responsibilities of each party and incorporates the work write-up as part of the contract. The Housing Division reserves the right to limit the number of open contracts held by each contractor.

*Grant Contracts are between the contractor and the City.

VI. TIME LIMITS

The contractor shall be fully expected to establish a reasonable time limit to complete the job. The contractor shall indicate this on the submitted bid proposal. A time limit should be based on the degree of difficulty to complete the job.* All contracts have a legal remedy provision which states that the contractor may be assessed \$50.00 per day after the set day of completion.

* Special Order Items: These should be ordered at the start of the job and should not normally extend the contract time.

VII. PROCEED ORDER

After contracts have been signed by the owner and contractor, a proceed order will be processed by the Housing Division to coordinate with the owner and the contractor the starting date and finishing date which is based on the number of days established in the contract. If a written proceed order is not issued within sixty (60) days of the contract date, either the contractor or the owner may terminate the contract as set forth in the contract. No work under the contract shall begin until a proceed order authorizing the start of work is issued.

VIII. PRE-CONSTRUCTION CONFERENCE

Prior to the start of work, the Housing Rehabilitation Technician will schedule a pre-construction conference with the homeowner and the contractor at the work site. At this conference the starting date and the completion date for work will be firmly established (refer to section VII. Proceed Order), the sequence of work will be reviewed and any special conditions clarified.

It is particularly important that the homeowner be made fully aware of the extent of inconvenience that will be experienced as a result of rehabilitation work. A thorough explanation will be provided to the contractor and the homeowner to handle disputes that may arise. All disputes will be handled according to provision of the Rehabilitation Work Contract. The contract and all related documents will be reviewed and the proceed order will be issued. A walk-through of the work write-up will be conducted at the pre-construction conference.

IX. CONSTRUCTION PHASE

A. Schedule

The contractor will be expected to carry out the work activities in accordance with the schedule established at the pre-construction conference. All work will be performed in such a manner as to minimize inconvenience to the owner.

B. Permits

The contractor shall provide to the New Hanover County Inspections Department ,a copy of the work-write-up (including General Conditions) in order to secure all necessary permits (building, plumbing, electrical, mechanical, etc.) before the start of work. A copy of the work-write-up (including the General Conditions) must accompany the City of Wilmington's zoning permit application. Permits must be posted as required by the New Hanover County Inspections Department.

C. Change Orders

No variation in the work write-up shall be made without a duly approved change order, regardless of whether or not any cost is involved. The change order will be approved and prepared by the Housing Rehabilitation Technician and then signed by the contractor, the owner and reviewed by the Community Development Manager or Designee. No work covered by the change order shall be done until the change order has been approved. Any extra work done without written authority shall be considered unauthorized work done at the expense of the contractor.

D. Monitoring Rehabilitation Work / Inspections

The Housing Rehabilitation Technician will make regular inspections of the rehabilitation work to ensure that work is being accomplished as indicated in the plans and specifications, and in compliance with minimum housing code and the State building codes. The New Hanover County Building Inspections office will also make their appropriate inspections.

E. Materials

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. Lawns or the structure shall not be used for storage purposes without the permission of the owner. Storage of materials and equipment will be permitted only for the duration of the contract and removed prior to job closing. Any damage done to lawns or the structure resulting from storage of materials shall be corrected by the contractor prior to job closing. It shall also be the responsibility of the contractor to repair any damages that occur during their rehabilitation work through the fault of the contractor or his employees.

F. Clean-up

Clean-up, storage and proper disposal of all debris and waste materials resulting from the work shall be the responsibility of the contractor and subject to the General Condition(s). *The contractor, upon completion of work and prior to job closing will leave the premises in broom-clean condition. All debris is to be confined and covered daily and removed weekly unless specifically exempted by the Housing Rehabilitation Technician.

* Certain other conditions are required on properties subject to the Lead Based Paint Rule.

IX. CONSTRUCTION PHASE - continued

G. Adjacent Property

When adjacent property is affected by any work done by the contractor, it shall be the responsibility of the contractor to take whatever steps are necessary to protect the adjacent property. If it is necessary to go on the adjacent property to achieve the rehabilitation of a job, the contractor shall obtain permission of the adjacent property owner.

H. Subcontractors

Subcontractors shall be bound by the terms and conditions of the contract insofar as it applies to their work, but this shall not relieve the general contractor from full responsibility to the owner for the proper completion of all work performed by subcontractors.

X. INTERIM INSPECTIONS

The Housing Rehabilitation Technician will make periodic visits to the job site. The contractor will be expected to fully cooperate in these inspections. If the contractor is not on the job, he shall designate a responsible person who is regularly on the job to discuss conditions with the Housing Rehabilitation Technician.

XI. PAYMENT / DRAW SCHEDULE

It is the responsibility of the contractor to request a progress payment. Requests for a draw inspection must be made to the Project Rehabilitation Technician by Tuesday(s) before 3:30 P.M. for a draw inspection Wednesday (s) between the hours of 8:00 A.M. and 3:30 P.M. .Inspections to determine amounts of progress payments will be made by the Housing Rehabilitation Technician. Payments will be made as follows:

Size of Job	Draws Allowed
\$ 20,000 or less	Minimum of \$5,000 interim draws; final 10% on completion.
\$ 20,000 to \$100,000	Minimum of 20% interim draws; final 10% on completion.
\$100,000 and up	Minimum of \$20,000 interim draws; final 10% on completion.

The completed draw request(s) will be given to the CDBG accounting staff before 10:00 A.M. Thursday for processing the following week(s) Friday. Checks will be available sometime Friday(s).Therefore, please contact accounting prior to collection. This schedule will remain the same for all weeks except for holiday changes.)

In all cases, the final draw will be the balance of the contract price less any penalties for not completing work on time and other associated costs, if applicable.

XI. PAYMENT/DRAW SCHEDULE - continued

If the homeowner is not available at the scheduled inspection time, the draw request will be left with the contractor to obtain the homeowner's approval. In that event, the draw request must be returned to the Community Development Division office no later than 9:00 AM on Tuesday(s).

XII. PUNCH LIST

When the contractor has completed all items and change orders as specified on the contract, he shall contact the Housing Rehabilitation Specialist to schedule a punch list inspection.

XIII. FINAL INSPECTION

When all work on the punch list has been performed and all work is satisfactorily completed, a final inspection will be scheduled by the Housing Rehabilitation Technician. Any additional work to satisfactorily complete the work write-up requirements is expected to be completed by the contractor in a prompt manner, prior to processing the final payment. Projects containing a Lead Hazard component, will have a Lead Hazard Clearance requirement in the General Conditions. Unless otherwise specified, the City of Wilmington will provide, at no cost to the contractor, the first Lead Hazard clearance inspection. Additional clearance charges will be assessed to the contractor at the following rate: \$100.00 plus \$10.00 per Sample collected.

The contractor shall at the final close-out of all work, provide a copy of the print-out and/or documented final inspections issued by the New Hanover County Inspections Department to the Housing Rehabilitation Technician. The Housing Rehabilitation Technician will verify these inspections.

XIV. FINAL PAYMENT / CLOSE-OUT OF JOB

After the completed job has received all the applicable final inspections and the approval (Final Draw Request) of the Owner and the Community Development Division, the Contractor shall submit evidence of warranties (termite certificate, water heaters, HVAC systems and similar items). The contractor must furnish a Final Affidavit Waiver of Lien and a final Waiver of Lien from each subcontractor and a list of all subcontractors and the owners acceptance letter. Final payment will not be processed until the Housing Division has all of these items. The Housing Rehabilitation Technician signs a Final letter of acceptance. All paperwork must be submitted by 9:00 AM, Wednesday, in order to process a final check on Friday.

XV. WARRANTY WORK – continued

All work performed by the contractor shall be guaranteed for a period of one year from the date of the final inspection.

- A. When a complaint is received by the Housing Division from a homeowner, a call-back inspection report is prepared for transmittal to the contractor if in the scope of the original contract.
- B. In many instances, the contractors will receive the complaint directly from the homeowner. In either case, the contractor is expected to respond to the owner courteously and within a reasonable period of time. Emergency calls shall be responded to within 24 hours of notification. As soon as the work is completed, the contractor should notify the Housing Division. If the contractor fails to respond to a call-back in a reasonable time period (within a week) the Housing Division will pay to have the call-back corrected with the contractor's surety bond. If the cost of the work exceeds the bond amount, the City will pay for the work and bill the contractor for reimbursement. The contractor will not be allowed to bid on any more jobs until he has re-established his surety bond.

XVI. PERFORMANCE CRITERIA

The contractor is expected to meet the requirements set forth in the contract, the specifications and the contractor's handbook. Additional contracts will be awarded only if the contractor is conforming to the quality standards established by the Housing Division.

In the event the contractor is not meeting the quality standards, the contractor will be given 14 days to demonstrate appreciable progress.

XVII. REMOVAL FROM CONTRACTORS REGISTER

Contractors may be removed from the bid list for the following reasons:

- A. Failure to start and/or finish jobs on time as set forth in the contract documents and established at the pre-construction conference.
- B. Poor quality of work
- C. Neglecting to take care of warranty work promptly and in a satisfactory manner.
- D. Failure to submit valid bids on a regular basis.
- E. Falsification of Release of Lien Form.
- F. Expiration of or failure to provide proof of insurance.
- G. Failure to comply with all terms and conditions set forth in the rehabilitation contract.
- H. At the request of the contractor
- I. Failure to promptly pay material and labor bills.
- J. Failure to maintain required Certificates and Licenses

Contractors removed from the Register will be notified in writing of the reason(s) for removal.

**CITY OF WILMINGTON HOUSING REHABILITATION PROGRAM
APPLICATION FOR LISTING ON THE REGISTER OF CONTRACTORS**

Name of Business _____ Yr. Bus. Started _____
Business Address _____
Telephone Number: _____ Federal Tax Id Number: _____
Type of Business: Sole Proprietor _____ Partnership _____ Corporation _____
City of Wilmington Privilege License Number _____
N.C. General Contractor License Number: _____
Professional Affiliations: _____
Principal Contractor's Name: _____ Date of Birth _____
Home Address: _____
Telephone Number: _____ Social Security Number _____ / _____ / _____
E-mail Address(s) _____

Bank Account Information (Submit copies of statements for previous two months):

Name/Address of Bank 1. _____
Account Numbers: _____ / _____
Current Acct. Balance(s) _____ / _____

Name/Address of Bank 2. _____
Account Numbers: _____ / _____
Current Acct. Balance(s) _____ / _____

References:

Building Suppliers: Account Numbers: Phone Numbers:

Subcontractors (Please include telephone numbers):

Plumbing: _____
Electrical _____
HVAC _____

Last Two Rehabilitation Jobs Completed (Please include telephone numbers):

Name/Address: _____
Name/Address: _____

Business Insurance and Surety Deposit

\$5000,000 or \$1,000,000 combined, General Liability Insurance (Bodily injury and property damage) and Worker's Compensation Insurance are required for approval. Your insurance agent must provide an original Certificate of Insurance to: City of Wilmington, Planning and Development Department, Community Development Division, PO Box 1810, Wilmington, NC 28402-1810.

A Surety Deposit in the amount of \$1,000.00 must be deposited with the City prior to the start of any work. I authorize the City of Wilmington to obtain personal and business credit reports as may be deemed necessary. Permission is granted to contact any source named in this application. I understand that I will be subject to removal from the Register if my performance is unsatisfactory

Contractor's Signature

Title

Date

City of Wilmington, Planning and Development Department
Community Development Division
P. O. Box 1810, Wilmington, NC 28402-1810

REQUEST FOR VENDORS TO SUPPLY TAXPAYER IDENTIFICATION NUMBERS

IMPORTANT NOTICE - - - PLEASE READ

The U S Internal Revenue Code requires recipients of certain payments to furnish taxpayer identification numbers to payers who are required to report payments to the internal revenue service

For each failure to furnish a taxpayer identification number, the law imposes a penalty of \$50.00 unless the payer can show that such failure is due to reasonable cause and not to willful neglect.

In addition, the Internal Revenue Service requires a payor to withhold 31 percent of the payments where a correct taxpayer identification number has not been furnished.

In order for us to comply with the law and to assist you in doing the same, please fill out this form at the bottom and return the letter to us as soon as possible. If you do not return this letter to us immediately, the 31 percent withholding tax will have to be applied to payments due to you.

PLEASE FILL OUT THE FOLLOWING INFORMATION:

Check if you are not subject to backup withholding, under the provisions of section 3406(A)(1)(c) of the Internal Revenue Code. _____

FURNISH YOUR TAXPAYER NAME AND IDENTIFICATION NUMBER

Federal EIN _____

Individual

_____ Estate Trust

_____ Corporation providing healthcare & medical services

Sole Proprietorship

_____ Corporation (other)

_____ Partnership

_____ Tax exempt organization

_____ Other (please describe)

WHICH CATEGORY BELOW BEST DESCRIBES YOUR COMPANY?

DESCRIBE THE NATURE OF YOUR BUSINESS: _____

Services provided

_____ Amounts received by you for rental or other payments

_____ Goods provide

_____ Other (please describe)

CERTIFICATION—UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT, AND COMPLETE.

Person completing this form: _____ Phone: _____

SIGNATURE: _____ DATE: _____

Please Fax to (910) 254-0906

Or Mail to: CITY OF WILMINGTON

Attn: Accounts Payable

P.O. Box 1810

Wilmington, NC 28402-1810



ADVERTISEMENT FOR BIDS

Sealed bid proposals will be received by the Community Development Division of the City of Wilmington at 305 Chestnut Street, Wilmington, North Carolina 28402-1810 until 2:00 PM, and immediately thereafter publicly opened and read for the rehabilitation and/or construction of a house at . Proposals received after the time and date specified will not be considered.

A complete work write-up is attached along with a confirmation to schedule an appointment at . Questions concerning the work write-up should be directed to , Rehabilitation Specialist at . Contractors must be properly licensed under North Carolina laws governing their respective trades. Contractors debarred from contracting with the federal government are ineligible to bid. Bids totaling \$30,000 or greater must be submitted by contractors licensed by the North Carolina Licensing Board for General Contractors.

No bids may be withdrawn after the scheduled closing time for the receipt of bids for a period of 90 days. The owner(s) reserves the right to waive informalities and to reject any or all bids. Bids not falling within 15% of the City of Wilmington's cost estimate will be eliminated from consideration.

The rehabilitation and/or construction of this building is financed with funds provided by the federal government and the contractor may be subject to Davis-Bacon Act Regulations (29 CFR 55) and federal labor standards provisions.

Contractor's Bid Proposal

Contractor _____ Name:

Contractor _____ Address: _____

Taxpayer ID Number:

Property Owner:

Job Location: _____, _____,

I, the undersigned officer of the contractor, have inspected the above referenced property and have familiarized myself with the requirements of the work write-up and drawings (if any) for the rehabilitation and/or construction and certify that I have the proper license(s) and insurance as required by the City of Wilmington to accomplish the work specified.

I propose to furnish all labor, materials and equipment necessary to accomplish the work required by the work write-up and drawings (if any) for the sum of \$_____.

All work shall be completed within _____ calendar days following issuance of the proceed order by the owner(s) and the City of Wilmington.

A properly executed confirmation of pre-bid examination form is attached to this proposal.



BID TABULATION SHEET

Date of Opening: 11/18/09

Time of Opening: 12:18:44 PM

Job Address: , , ,

Owner(s): ,

Counselor:

Rehab Technician:

Housing Division Cost Estimate: \$0.00

Acceptable Range: \$0.00 to \$0.00

Contractor: Enter Contractor Name Here

Contractors Bid: \$0.00

Witnessed By:

(Signature)

(Title)

(Signature)

(Title)



REHABILITATION WORK CONTRACT

Property Owner:

Property Address:

Phone: (Home)

Contractor:

Address:

Phone:

Date: November 18, 2009

THIS AGREEMENT entered into between hereinafter referred to as "Contractor", and:

hereinafter referred to as "Owner", whether one or more persons:

WITNESSETH:

WHEREAS, Owner holds title to the real property and improvements located at , and:

WHEREAS, the City of Wilmington has agreed in principle to use available funds derived from the United States of America, Department of Housing and Urban Development, to financially assist this project; and:

WHEREAS, Contractor desires to perform such repair or rehabilitation work;

NOW THEREFORE, in consideration of the mutual covenants and under the conditions hereinafter set forth, Contractor and Owner do hereby agree as follows:

1. Contractor Agrees:

- a. Contractor agrees to furnish sufficient labor, tools and equipment, and materials to complete in accordance with the Work Write-Up and Specifications attached hereto for all the renovation and/or repairs to premises located , as set out on Work Write-Up for the sum of () with payment to be made in accordance with Section 5 of this contract.
- b. Before final payment is made, the Contractor shall execute a Waiver of Liens on a form to be furnished by the City of Wilmington Community Development Division relative to the work performed, materials furnished and certification that all amounts due for labor and/or materials have been paid. Contractor agrees that the execution of the Waiver of Liens will constitute an agreement on its part to hold the Owner and the City harmless from all claims or liens for labor or materials furnished or used in the performance of the work covered by this Contract, whether furnished or used by the Contractor or any subcontractor.
- c. The Contractor shall execute or provide such other documents as the Community Development Division or the City Attorney shall deem necessary to protect the City and to ensure that no liens or prospective liens are encumbering the real property described above.
- d. The Contractor agrees to warrant materials to be of the quality required by the specifications described in the Work Write-Up. All alterations or deviations from the Work Write-Up and Specifications involving changes in cost must be authorized in writing by a Change Order approved by the Community Development Division and accepted by the Owner before the alteration or deviation is undertaken.
- e. The Contractor shall leave the work in a finished condition as determined by acceptable building standards and the Community Development Division.

- f. During the life of this Contract, the Contractor shall provide and maintain Workers' Compensation Insurance for all persons it employs on the project. If any work is sublet, the Contractor shall require that subcontractors similarly provide Workers' Compensation Insurance for all of their employees, unless such employees are fully covered by the Contractor's Workers' Compensation Insurance. The Contractor shall furnish a Certificate of Insurance evidencing the fact that the required Workers' Compensation coverage is in force.
- g. During the life of this contract, the Contractor shall provide and maintain Commercial General Liability Insurance including coverage as provided by the Standard Broad Form Commercial General Liability Endorsement issued by insurance companies writing business in North Carolina. X, CU exclusions are to be deleted where applicable. This insurance shall be provided in an amount not less than \$500,000.00 per occurrence, combined single limits, applicable to claims based upon bodily injury and/or property damage, which may arise directly or indirectly from performance of work under this Contract. The Contractor shall furnish a Certificate of Insurance evidencing that the insurance required by this paragraph is in force. NOTE: Contractor acknowledges that he/she may elect to provide a higher limit of insurance.
- h. The work, which the Contractor is required to perform under this Contract, shall be fully completed within 0 consecutive calendar days after the Proceed Order is issued by the Owner and the Community Development Division.
- i. A surety bond will be maintained at \$ 1,000.00 at the start of each job. The surety bond shall be in the form of a certified check for \$1,000.00 or a letter of credit and it shall be deposited with the Finance Department. The surety bond shall be held for twelve months following completion of the project to assure prompt response to any callbacks. All interest earned on the bond shall be retained by the City.

If the Contractor fails to meet the time requirement for completion of the project as set forth in Section 1. h. of this Contract, the Contractor shall be liable to the Owner for \$100.00 per day in liquidated damages; however, the Contractor shall not be liable for liquidated damages if failure to complete the project on time was beyond the Contractor's control as determined under the procedures of Section 6 of this agreement. The Owner may deduct all or any part of such damages from the surety bond required of the Contractor. The Owner shall also be eligible to collect any damages not withheld from the surety bond or the construction escrow account by filing suit in any court of competent jurisdiction. All payments for liquidated damages shall be retained by the City and applied to the Owner's loan balance.

- j. The Contractor agrees to guarantee the work performed under this Contract for a period of one year from the date of final acceptance of all work required by the Contract. The Contractor agrees to furnish and assign to the Owner all manufacturers' and supplier's written guarantees and warranties covering materials and equipment furnished under this Contract.
- k. The Contractor agrees to abide by all applicable federal, state and local codes, laws, regulations and ordinances, including those pertaining to zoning and building standards, whether or not covered by the plans, specifications, or drawings for the work.
- l. The Contractor's obligations and duties under this Contract shall not be assigned in whole or in part without prior written approval of the Owner and Community Development Division.
- m. The Contractor shall not use any lead-based paint on any portion of the rehabilitation work.
- n. The Contractor is an independent contractor and none of its agents, employees or subcontractors shall be deemed employees or agents of the City or Owner. Neither the City nor the Owner shall be liable for the acts or omissions of such persons or for the payment of any compensation, employee benefits or other fringe benefits on their behalf.
- o. The Contractor shall ensure that the Contractor, and its agents, employees and subcontractors have all required occupational and privilege licenses.

2. Owner agrees:

- a. That Owner will take out and maintain during the entire period of ownership Fire and Extended Coverage Insurance in the full amount of the property value, including the improvements performed pursuant to this agreement.
- b. That Owner will permit the Contractor to use at no extra cost existing utilities such as light, heat, power and water necessary to carry out and complete the work.

- c. That Owner will cooperate with the Contractor to facilitate the performance of the work, including removal and replacement of rugs, furniture and other items if necessary.
 - d. That Owner may continue to occupy the premises during the construction work, unless prior agreement is reached with the Contractor to vacate the premises for a given period of time and such action is deemed necessary by the Community Development Division.
 - e. While this Contract is in force, not to encumber nor make any conveyance of the property without giving the Contractor prior written notice of Owner's intent to do so.
3. The Owner and Contractor understand and agree that this contract shall not be effective and no work shall commence until a written proceed order has been signed by the Owner and the Community Development Division and delivered to the Contractor. If the written proceed order is not issued within 60 days of the date of this agreement, either the Contractor or the Owner may terminate this agreement upon five days' written notice to the other party. In the event of termination pursuant to this section, neither party shall have any continuing obligation to the other.
 4. The Contractor agrees to permit Community Development Division or a representative of the United States Government or their designees to examine and inspect all rehabilitation work. Any such inspection shall be solely for the benefit of the Community Development Division and not the Owner.

5. Method of Payment:

Interim payments shall be made while the rehabilitation and/or repairs are in progress. All payments shall be for work already performed and there shall be no prepayment of funds for work to be performed in the future. Before any payment is made, the Community Development Division shall inspect the rehabilitation and/or repairs and if the work is satisfactory, the rehabilitation specialist shall indicate the items to be paid. The Community Development Division shall then prepare a draw request indicating the items and amounts paid. The Contractor shall obtain the Owner's signature agreeing to the amounts paid and authorizing the Community Development Division to pay the amounts from the rehabilitation account. Ten percent (10%) of the total amount of the contract shall be withheld until all the work is accepted by the Community Development Division and/or Owner, at which time Owner shall authorize payment of the ten percent (10%) so withheld to Contractor. This ten percent (10%) shall constitute the final payment. All other payments shall be considered interim payments as follows.

JOB SIZE

\$50,000 or less
 \$50,001 or more

DRAWS ALLOWED

Minimum of \$2,000; final 10% on completion
 Minimum of 10% interim draws; final 10% on completion

6. Disputes:

The parties agree that any questions or disputes between them concerning the interpretation or implementation of this agreement or related documents or concerning the execution and progress of the work may be submitted to the Community Development Division for settlement. The Community Development Division shall provide a written statement of its findings and recommendations to the Owner and Contractor within ten days after receipt of the request for settlement. Any party that does not agree with the Community Development Division's findings and recommendations may appeal to the City of Wilmington Rehabilitation Housing Loan Review Committee (hereafter, "Committee"). The appeal shall be filed in writing within ten days after the Community Development Division issues its written opinion; if no appeal of the Community Development Division decision is filed within ten days after the decision is issued, the Community Development Division's decision shall become final. Within five days after hearing the evidence presented by the Owner and Contractor, the Committee shall issue a written statement of findings and recommendations to each party. The Owner and Contractor agree that they will be bound by the Committee findings and recommendations. Appeals from Committee decisions rendered under this Section shall be taken to a court of competent jurisdiction.

It is understood by the parties hereto that the repairs and/or alterations made pursuant to this Contract are funded in whole or in part by Federal Funds made available through the City of Wilmington, North Carolina. In consideration of the above and in view of the necessity to complete all repair jobs as expeditiously as possible, the Owner agrees that if a finding is made by the Committee and/or a court of competent jurisdiction in favor of the Contractor and the Owner fails and refuses to execute a Certificate of Acceptance or to take other appropriate action whereby payment can be made on Owner's behalf to Contractor, then the Owner hereby authorizes the City to execute a certificate of Acceptance on Owner's behalf and to draw funds from the appropriate account to make necessary payments to the Contractor.

7. The Owner and Contractor agree that if either party violates this agreement, either party may terminate the agreement by giving written notice of termination to the other party and to the Community Development Division. The notice shall state the reasons for termination and the effective date of the termination, which shall be at least ten days after the notice is given. Before the termination becomes effective, the party alleged to have violated the

agreement shall have ten days in which to explain or justify the alleged violation(s) and to undertake any reasonable remedial action requested by the other party. If the alleged violations are not remedied at the completion of the ten-day period, the party seeking the termination shall have the right to terminate the agreement. At the request of either party, disputes under this Section may be arbitrated by the Community Development Division subject to the procedures of Section 6 of this agreement.

8. It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto will not discriminate in any manner on the basis of race, color, creed, sex, religion, or national origin with reference to the subject matter of this Contract.
9. The Contractor and Owner jointly and severally shall protect the City and hold the City harmless from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting there from) to all persons and to all property, caused by, resulting from, arising out of incident to or occurring in connection with, directly or indirectly, the performance by the Contractor or by any person acting for the Contractor or for whom the Contractor is or is alleged to be in any way responsible, whether such claim may be based upon contract, tort, (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the Owner or Contractor, their agents, servants and employees or otherwise. The provisions of the preceding sentence shall include any claims based on alleged damage to the business of any claimant and shall include any and all losses, damages, injuries, settlements, decrees, awards, fines, penalties, judgments, claims costs and expenses, including expenses incurred by the City, its agents, servants and employees, in connection with investigating any claim or defending any action, and including reasonable attorneys' fees, by reason of the assertion of any such claim against the City, its agents, servants or employees.
10. No party hereto shall pay or receive any bonus, kickback or commission nor shall any party have or appear to have a conflict of interest in securing and performing work under this agreement.
11. This Contract is subject to any and all terms and conditions of any and all applicable underlying grants or agreements by which the City receives funding from the United States of America, State of North Carolina, or any agencies or subdivisions thereof to finance in whole or in part this Contract. This Contract shall be subject to all amendments, changes or other modifications to said grants, agreements, or the laws and regulations under which they are promulgated that may occur during the terms of this Contract or any subsequent extensions of it. The purpose of this provision is to make it clear to all parties that the City remains fully obligated to the original source of such funds notwithstanding the designation of Owner as the third party beneficiary for the undertaking of all or any part of a program of which assistance is being originally provided to the City and in turn is being appropriated to the Owner under this Contract. The Owner and Contractor are required and hereby jointly and severally acknowledge responsibility for complying with all lawful requirements which may be imposed upon the City and which are deemed necessary by the funding agency and/or City to ensure that the program with respect to which assistance is being provided under this Contract is carried out in accordance with the City's assurances and certifications to the original source of such funds.

It is expressly understood and agreed between the parties that all or part of the funds intended to be used in the performance of this Contract are derived at least in part from state and/or federal grant sources. To the extent of such funds, the City is dependent upon these outside agencies for these funds. Upon the City's failure or refusal to continue or complete such contract, without cause, the City will not be held liable for damages proximately resulting from such delay, reduction or elimination of funds nor be subject to other equitable relief to require continuation of the project called for hereunder the completion of it to the degree of funding originally contemplated when this Contract was first signed.

12. Regulations Pursuant to so-called "Anti-Kickback Act":

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 98; 62 Stat. 862; Title 18 U.S.C., Section 874; and Title 40 U.S.C. Section 276(c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of statements required of subcontractors there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exceptions from the requirements thereof.

13. Equal Employment Opportunity:

During the performance of this Contract, the Contractor agrees to abide by Federal and local regulations pertaining to equal employment opportunity. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

14. Nondiscrimination Clause:

Section 109.Housing and Community Development Act of 1974. No person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

15. Age Discrimination Act of 1975:

No qualified person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

16. Section 504 of the Rehabilitation Act of 1973:

No qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

17. Interest of Certain Federal and Other Officials:

The Contractor shall be aware of and observe the requirements of the Grant Agreement making Community Development Block Grant and HOME funds available to the City of Wilmington which provides that no member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

The Contractor shall also be aware of and observe the requirements which state that no member, officer, or employee of the City of Wilmington or its designees or agents, no member of the governing body of the locality who exercised any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any private interest, direct or indirect, in this Contract or any subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

18. Section 3 Requirements:

The Contractor is responsible for and shall comply with Section 3 Requirements of the Housing Act of 1968 in that he/she shall, to the greatest extent feasible, provide opportunities for training and employment to lower income persons residing in the area qualified for rehabilitation assistance under the City of Wilmington’s Community Development Program, and that he/she shall, in subcontracting, utilize, to the maximum extent feasible, firms owned by persons residing in areas qualified for rehabilitation assistance under the City of Wilmington’s Community Development Program.

19. Access to Records and Record Retainage Clause:

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following close-out in compliance with 15 N.C.A.C. 13 L Rule.0911, Recordkeeping. The North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examination, excerpts and transcriptions in compliance with the above Rule.

20. Lead-Based Paint Provisions:

The Contractor will comply with the provisions of the regulations of the Department of Housing and Urban Development (24 C.F.R. Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et. seq.) in that he/she shall not use lead-based paint in connection with this contract, and shall specify, by brand name and type, all paints and paint preparation materials to be used.

21. Debarment and Suspension:

The Contractor certifies, in submitting its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

IN WITNESS WHEREOF, the Contractor and Owner have executed this Contract on the day and year first above written
(Signature Contractors Representative)

PROPERTY OWNER(S): _____
(Signature of owner) _____
(Signature of Owner) _____



GENERAL CONDITIONS

OWNER

ADDRESS:

PROGRAM:

PHONE:

DATE:

1. **SCOPE** of the work shall include all labor, materials, equipment, permits plans, drawings, and services necessary for the proper completion of the rehabilitation property identified in the WORK WRITE UP.

2. **THIS WORK WRITE UP** shall take precedence over ANY PREVIOUS SPECIFICATIONS.

3. **THE DRAWINGS** of floor plans, if any, are diagrammatic only illustrating the general intention of the owner; they do not show all the work required, exact dimensions, or construction details

4. **CHANGE IN THE WORK** including substitutions of materials, change in the scope of workmanship required by these specifications, which may be proposed by the Contractor or the Owner, or found necessary or desirable as the work progresses, shall be submitted via change order with price change given and shall be approved by the Owner/Contractor and Rehabilitation Specialist before any work incidental thereto is started.

5. **WORKMANSHIP** shall be done in accordance with the standards of the several trades known as a “workmanship” manner.

6. **MATERIALS** shall be new and in compliance with the North Carolina Uniform Residential Building Code.

7. **REPAIRS** shall be made to all surfaces damaged by the Contractor resulting from his work under this contract at no additional cost to the owner.

8. **INSPECTION OF THE WORK** during normal working hours by authorized inspectors shall be permitted by the Contractor, and the work shall be subject to the inspector’s approval and acceptance of the homeowner.

9. **SUBCONTRACTORS** shall be bound by the terms and conditions of this contract insofar as it applied to their work; but this shall not relieve from the General Contractor, if such a one is awarded the contract, from the full responsibility to the Owner for the proper completion of all work to be executed under this agreement, and he shall not be released from this responsibility by any sub contractual agreement he may make with others.

10. **BIDS OR PROPOSALS** will be submitted at the bidder's risk and the owner reserves the right to reject any and all bids or proposals.

11. **BUILDING CODES** all work to be done shall be subject to the regulations of the N. C. State Building Codes, Rehabilitation Standards, HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing and the "HUD Lead Paint Safety Handbook" (A Field Guide for Painting, Home Maintenance and Renovation Work) as set forth in these specifications and monitored by Housing Rehabilitation Technician.

12. **CLEAN UP AND CLEARANCE** shall be the responsibility of the Contractor. All debris and waste materials resulting from his work shall be removed as per the "HUD Lead-Paint Safety Handbook" (A Field Guide for Painting, Home Maintenance, and Renovation Work). Clearance: At the end of the rehabilitation project; a final clean-up will be accomplished as per the referenced "HUD Lead-Paint Safety (Field Guide)" and a "Clearance" of the Work Site shall be performed by a Certified Lead Inspector or Risk Assessor. **Note: If a Final Clearance fails; the Contractor will pay for the additional clearance(s) until Final Clearance is achieved**

13. **ADJACENT PROPERTY** when adjacent property is affected or endangered by any work done under this contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the owner thereof of such hazards.

14. **TRADE NAMES** are used in the Specifications to establish the quality and type of material required. The exact material, brand and grade to be used on a specific property will be described in the work write up for the particular property.

15. **HISTORICAL BUILDINGS** - Restoration and any new construction shall be completed in accordance with the local building codes, the following work specifications and any attached plans with the additional details. All modifications shall be approved by the Historical Preservation Commission and Certifications approved as a Historical Structure by the Department of Interior prior to restoration/rehabilitation work start, and work shall be the responsibility of the owner.

16. **WORKMEN'S SANITARY FACILITIES** - Adequate sanitary facilities for convenience of all workmen shall be provided. Temporary facilities shall be connected to a sewer. In lieu of connecting to a sewer, the temporary facility may be a portable, enclosed, chemically treated, tank tight unit. Ref. Volume VII, N.C. State Building Code.

17. **TEMPORARY ELECTRICAL POLE** - Must be provided by contractor if electrical service is not available on work site.

18. **LEAD BASED PAINTS** – References: HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing, HUD Lead Paint Safety Handbook. The use of lead-based paints for any application is absolutely prohibited. **ABSOLUTELY NO DRY SANDING ALLOWED**

Removal and/or repairs of any identified and specified “Lead-Based Paint Hazards” will be accomplished as per the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing and with the procedures as set forth in the “HUD Lead Paint Safety Handbook” (A Field Guide for Painting, Home Maintenance, and Renovation Work).

19. **SAFETY** - Proper safety standards shall be maintained in accordance with the Occupational Safety and Health Standards for the Construction Industry. Also, “Safe Work Practices” will be performed as per the “HUD Lead Paint Safety Hand book” (A Field Guide for Painting, Home Maintenance, and Renovation Work).

20. **FINAL INSPECTIONS OF WORK-** Contractor shall, at the final close out of all work; provide a copy of the print-out and/or documentation of the Final Inspections issued by the New Hanover County Building Inspections Department; to the Construction Specialist. Receive and pass a “Final Clearance” report from a Certified Lead Inspector or Risk Assessor and a final completion certification from the Rehabilitation Technician.

SPECIFICATIONS REVIEW BY: _____
(Signature HPC Representative)

SPECIFICATIONS WRITTEN BY: _____
(Signature Housing Rehabilitation Technician)

SPECIFICATIONS REVIEWED BY: _____
(Signature Housing Rehabilitation Technician)



Owner's Selection of Contractor

Property Owner(s): _____
Property Address: _____

Contractors Submitting Bids:

Bid Submitted:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I (we), the owner(s) of the property listed above, select the following contractor to handle the rehabilitation of my (our) home.

Contractor: _____ Bid Submitted: _____

I (we) understand that the City of Wilmington does not approve contractors. The City only confirms that contractors have a history of doing rehabilitation work and that they have the appropriate license and insurance to perform the work.

I have been advised by the City of Wilmington to thoroughly examine the qualifications and references of all bidders before making a selection of contractor. The City of Wilmington does not recommend contractors or provide any warranty on the work performed.

I acknowledge receipt of a copy of this document.

Property Owner Signature

Date

Property Owner Signature

Date

Partner Signature

Date

Rehabilitation Technician

Date



PROCEED ORDER

Loan Number: _____
Property Address: _____, _____,

Pre-Construction Conference Report:

I (we), the undersigned, have, on this date, participated in a pre-construction conference for the rehabilitation of my (our) property as shown above. I (we) acknowledge that I (we) understand the terms of the contract, the explanation of the work to be performed by the contractor, the roles of the Housing Rehabilitation Technician and our responsibilities during the construction phase. I (we) have been given adequate explanations to our questions, if any, and am aware that assistance will be provided by the City as requested. I (we) further understand and acknowledge that the City of Wilmington assumes no responsibility for the work performed and does not warrant any work performed.

(Signature Owner) _____ *(Date)* Owner Phone:

(Signature Owner) _____ *(Date)* Owner Phone:

I, the undersigned, hereby certify that the pre-construction conference was held on this date between the homeowner(s), Housing Rehabilitation Technician and myself. I understand the procedures to be followed for change orders and requests for payment and inspections. I understand and agree that the work performed must meet the standards of performance required by the City of Wilmington, the owner(s) and established by the program specifications and work write-up.

(Signature Contractor) _____ *(Date)*

Contractor Name:
Phone:

Notice to Proceed:

In accordance with the Rehabilitation Work Contract dated, _____ for the rehabilitation of the above referenced job, this is authorization for you to commence work on _____. No work may begin prior to the specified starting date, and all work specified in the contract must be completed before _____. If you are unable to begin work on the above-specified date, please contact the owners, and the Rehabilitation Specialist.

(Signature Housing Rehabilitation Technician) _____ *(Date)*

Phone:

(Finance Certification of File Review) _____ *(Date)*



CHANGE ORDER

Property Owner(s):

Property Address: _____, _____,

Contractor Name:

Change Order #: **0** To Contract Dated:

All parties hereby agree upon the following: **Enter a brief description of the changes to the contract**

Line Item #	Item Description	Original Line Item Budget	Actual Line Item Budget

The current contract price is:
 The contract price is increased decreased by: **\$0.00**
 The new contract price is: **\$0.00**

The current completion date is:
 The schedule is unchanged extended by (days): **0**
 The new completion date is: **9/9/99**

The above change(s) and work affected are subject to all contract stipulations and covenants. This change order is to be made a part of the contract referenced above and the parties have hereunto set their signature making it so.

(Property Owner Signature) _____
(Date)

(Property Owner Signature) _____
(Date)

(Contractor Signature) _____
(Date)

(Housing Rehabilitation Technician Signature) _____
(Date)

(Community Development Manager or Designee) _____
(Date)

PUNCH LIST

PROGRAM _____

DATE _____

NAME _____

ADDRESS _____

PHONE _____

INSPECTED BY _____

Item #

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____



OWNER'S APPROVAL OF WORK WRITE-UP
(Please do not sign this form unless you understand all of it)

Property Owner(s):

Property Address:

Date of Work Write-Up:

Rehabilitation Technician:

I (we) have thoroughly reviewed the work write-up and the rehabilitation technician has explained what will be done to my (our) home. I (we) agree that the proposed work meets with my (our) approval. I (we) have been provided the opportunity to have the work write-up revised so that it meets my (our) approval. Revision dates (if applicable) are:

I (we) hereby acknowledge receipt of a copy of the Lead-Based Paint Inspection Report and/or Risk Assessment (if applicable) and the report(s) has (have) been explained to me (us).

The purpose of the City of Wilmington housing rehabilitation program is to ensure your home meets the requirements of the City's Minimum Housing Code, correct building deficiencies and mitigate health and safety issues. It is not the intent of the program to remodel or re-decorate your home.

No changes may be made to the work write-up unless those changes are required to correct code violations not evident during the inspection of your home.

I (we) acknowledge receipt of a copy of the approved work write-up along with a copy of this acceptance form.

(Signature of Owner)

(Date)

(Signature of Owner)

(Date)

(Signature of Partner)

(Date)

(Signature of Housing Rehabilitation Technician)

(Date)

CONTRACTORS CLOSE-OUT PACKET

1. CONTRACTORS DRAW REQUEST (FINAL)
2. SUBCONTRACTORS LIST
3. CONTRACTORS FINAL AFFIDAVIT
4. WAIVER OF LIEN
5. LEAD CLEARANCE SUMMARY - *Completed by Housing Technician*
6. FINAL INSPECTION REPORT/
OWNERS ACCEPTANCE STATEMENT – *Completed by Housing
Technician*





Contractors Final Draw Request

Project Address: _____ , _____
 Draw No: *****FINAL*****
 Owner (s): _____
 Contract Date: _____
 Date: Wednesday, November 18, 2009

Item #	Brief Description	Contract Dollar Amount	% Contractor Requested This Draw	% Housing Staff Approved This Draw	% Previously Requested & Approved	% Completed To Date
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

I certify that the money received from this draw will be used to pay for materials, labor, and subcontract work on this job.

(Contractor's Signature) *(Date)*

I (we) have inspected the items (s) listed above and find the work satisfactory in the percentages approved by the housing staff. I (we) hereby authorize release of the funds by the City of Wilmington to the contractor as indicated.

(Owner's Signature) *(Date)* *(Owner's Signature)* *(Date)*

(Housing Rehabilitation Technician Signature) *(Date)*



SUBCONTRACTORS LIST

Owner:

Property Address: _____, _____,

Contractor:

Subcontractors Majority Names and Addresses Owned	Contract Line Item	Dollar Value of Subcontract Work	Minority Yes/No	Race	Female- Yes/No
--	-----------------------	-------------------------------------	--------------------	------	-------------------

_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

SS# or Fed ID # (Required)

_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

SS# or Fed ID # (Required)

_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

SS# or Fed ID # (Required)

_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

SS# or Fed ID # (Required)

_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

SS# or Fed ID # (Required)

_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

SS# or Fed ID # (Required)

(Contractor's Signature) (Date)



CONTRACTOR'S FINAL AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

Personally appeared before me, the undersigned officer duly authorized to administer oaths in said State and County, _____, personally known to me, who first being duly sworn deposes and says:

1. That _____ as contractor

entered into a contract with _____,

dated _____ for the construction of improvements on the following described lands, to wit:

Job Address:

said work being done by contractor with the plans and specifications outlined in the said contract.

2. That under the terms of said contract, contractor alone has made all subcontracts and his subcontractors have purchased all materials and fixtures and employed all labor used in the performance of the contract.

3. That on the day of execution of this affidavit all bids for labor and materials and fixtures used in the performance of contract or which have been delivered to the premises, whether at contractor's instance or at the instance of any subcontractor or contractor, have been paid and satisfied in full, except for the following: (if none, so state.)

4. That contractor has fully performed contract in accordance with terms thereof.

5. That all laborers, material men, and subcontractors who have furnished labor and materials and fixtures have been paid the agreed price or reasonable value for work done or materials furnished in the performance of contract.

6. This affidavit was given to induce final payment and that as of the date of execution of this affidavit the agreed upon price for the work to be performed under the contract has been paid in full.

7. The undersigned hereby waives any and all claims of whatsoever kind of nature against the owner, and against the building (s), improvements, and the land on which same is located for any labor, materials or supplies furnished or services performed in conjunction with the aforementioned contract.

Sworn to and subscribed before me
this ____ day of _____, 20____.

(Signature Officer of Contractor)

(Social Security # or Federal ID # Required)

Notary Public

My Commission Expires:_____



WAIVER OF LIEN

(Subcontractor or Supplier Name)

(Subcontractor or Supplier Address)

(Type of Material or Service Provided)

Project Address: _____, _____,
Owner: _____

This Waiver of Lien is for work performed on or material delivered to the above project as of the _____ day of _____, 20____.

The undersigned hereby certifies that the amounts earned and due the undersigned for all materials and supplies furnished, and labor and services of every nature performed by the undersigned for use on or in connection with the above named project:

Have been paid in full, and:

The undersigned hereby waives any and all claims of whatever kind or nature against the owner, and against the building(s), improvements or project and the land on which same is located for any labor, materials, or supplies furnished or services performed.

Dated this _____ day of _____, 20____.

(Name of Subcontractor or Supplier)

(SS # or FederalID # - Required)

By: _____
(Undersigned)

Title: _____

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20____.

SEAL: _____
NOTARY PUBLIC

My Commission Expires: _____



LEAD CLEARANCE SUMMARY
(ATTACH TO JOB CLOSE OUT PACKET)

OWNER:

ADDRESS: _____, _____,

PHONE:

PROGRAM:

DATE OF SPECIFICATIONS:

CONTRACTOR:

Lead Clearance Required Yes No

City of Wilmington Clearance Passed Failed

Date of Inspection

Copy of Report/Results Attached Yes No

Lead Clearance Re-Inspection Passed Failed

Provided by City Yes No

** If Provided by City: Attach Invoice to Contractor to Close-Out Packet*

Date of Re-Inspection

Copy of Report/Results Attached Yes No

NOTE: Close-out must include all clearance and re-inspection reports submitted by certified inspectors with copies of their North Carolina Credentials.

(Signature Housing Rehabilitation Technician)

(Date)

Remarks:



**FINAL INSPECTION REPORT
OWNERS ACCEPTANCE**

Property Owner(s):

Property Address:

Contractor:

Contract Date:

Start Date:

Completion Date:

Liquidated Damages:

Liquidated damages due the property owner(s) of **\$0.00** will be deducted from the final payment to the contractor.

Owner's Final Acceptance:

I (we) am (are) satisfied with the work performed by the above named contractor. All work specified in the rehabilitation work contract is complete. I (we) have carefully examined the work and the materials used on my (our) home. I (we) hereby authorize the City of Wilmington to release funds to the contractor to satisfy the terms of the contract. I understand that the contractor's warranty begins on the date I (we) sign this final acceptance.

(Signature Property Owner)

(Date)

(Signature Property Owner)

(Date)

(Signature Partner)

(Date)

Certificate of Completion:

Date of Inspection:

I hereby certify that a final inspection was made at the above referenced property and that all construction work has been satisfactorily completed in a workmanlike manner in accordance with the rehabilitation work contract. The property now conforms to the requirements of the applicable housing loan program.

(Signature Housing Rehabilitation Technician)

(Date)



CALL BACK POLICY

The City of Wilmington through its various housing rehabilitation programs provides technical advice, loans and grants to homeowners to repair and improve their homes. The City of Wilmington's goal is for homeowners to be completely satisfied with the work done. To that end, no funds are released to contractors for any work until you, the homeowner, have inspected and approved the work. Once the work is completed, the contractor provides a warranty on the work in accordance with the contract you sign.

Should you experience any problems or have any concerns about the work during the warranty period, you should contact the general contractor and ask that the problem be corrected. We highly recommend that you notify the contractor in writing and send a copy of your notification to the City of Wilmington Community Development Division.

If the contractor fails to respond to your request or does not resolve the problem, we ask you to immediately contact the City of Wilmington Community Development Division at (910) 341-7836. At that point we will confirm the need for any repairs or corrective action and ask the contractor to provide warranty service to you. If the City of Wilmington Community Development Division documents a failure of the contractor to honor the warranty, the contractor will be barred from entering into contracts with other borrowers.

I have received a copy of this Callback Policy and understand it is my responsibility to keep the City of Wilmington informed of any problems or complaints I have concerning the work done to my house. I further understand that the City of Wilmington does not warrant the work.

(Borrower Signature)

(Date)

(Borrower or Partner Signature)

(Date)