

# Contractors Wanted



The City of Fountain Valley seeks interested contractors for work related to its Home Improvement Program (HIP).

Contractors will complete renovations to residential properties with project budgets between \$11,000 - \$50,000.

Typical scope items include but are not limited to:

- Termite and Wood Damage Repair
- Roof Repair/Replacement
- Interior & Exterior Painting
- Accessibility Modifications
- Plumbing
- Heating and Electrical Systems
- Windows & Doors
- Driveways & Walkways

Eligible contractors will be placed on a Courtesy List provided to participating homeowners when seeking bids.

## Contractor Eligibility Requirements

1. Licensed and in good standing with the CSLB as a General Contractor (Class B) or Manufactured Home Contractor (Class C-47).
2. Have or obtain a City of Fountain Valley Business License.
3. Liability insurance coverage in the amount of one million dollars (\$1,000,000).
4. Furnish worker's compensation insurance for all workers on the project or show evidence that any sub-contractor workforce hired by general contractor is covered for workers' compensation insurance.
5. Must not be on the Federal Government's List of Debarred Contractors.
6. Willing to abide by the terms and conditions set forth in the City's Home Improvement Program Construction Contract.

For more information please contact Robert Daley via email at [robert.daley@fountainvalley.org](mailto:robert.daley@fountainvalley.org) or via phone at (714) 593-4510. Applications may be submitted by email, regular mail or dropped off in person at Fountain Valley City Hall.





**CITY OF FOUNTAIN VALLEY  
HOME IMPROVEMENT PROGRAM  
CONTRACTOR QUALIFICATION APPLICATION**

Contractor Business Name: \_\_\_\_\_

Contact Person(s) Title(s): \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

Cellphone: \_\_\_\_\_

Contractor Type/Specialty: \_\_\_\_\_ License #: \_\_\_\_\_

Company Make Up:  Sole Proprietorship     Partnership     Corporation     LLC

Lead Based Paint Safe Practices Certified?:  Yes     No                      Abatement?:  Yes     No

Would you like to be included on the City's Contractor Courtesy List for?:

Single family homes     Mobile homes     Both     Please do not list my company

REQUIREMENTS	YES	NO
Liability Insurance Certificate, \$1,000,000 minimum (Provide Copy) Amount \$ _____	<input type="checkbox"/>	<input type="checkbox"/>
Workers Compensation Insurance Certificate (Provide Copy) Amount \$ _____	<input type="checkbox"/>	<input type="checkbox"/>
State Contractor's License (Provide Copy) License # _____	<input type="checkbox"/>	<input type="checkbox"/>
City of Fountain Valley Business License License # _____	<input type="checkbox"/>	<input type="checkbox"/>
Minority Business Enterprise? (Attach Statement)	<input type="checkbox"/>	<input type="checkbox"/>
References – Recent Rehabilitation Work (Company Name, Contact Person, and Telephone Number)		
1. _____		
2. _____		
3. _____		

I am interested in participating in the City of Fountain Valley Home Improvement Program. I understand that the contracts are between the homeowner(s) and the contractor, **NOT** the City of Fountain Valley.

I understand that the Contractor Courtesy List is only provided to program participants as a courtesy and that my company is not being recommended or endorsed.

For all projects under \$15,000: I understand that I will receive payment when 1) final inspections have been completed, and 2) I have provided an invoice and receipts for services rendered and a lien release for the complete job from myself, employees and all subcontractors.

For all projects \$15,000 or more: I understand that I will receive progress payment for 40% of the project when 60% of the project is complete and 1) I have provided an invoice and receipts for services rendered and a lien release, for the work that I am requesting payment for, from myself, employees and all subcontractors.

I, the undersigned certify that the foregoing statements are true and correct and include all material information necessary to identify and explain operations of \_\_\_\_\_ (name of firm) as well as the ownership thereof. Any material misrepresentation will be grounds for terminating contractor's eligibility to perform work under the City of Fountain Valley Home Improvement Program and for initiating action under federal and state laws concerning false statements.

Upon acceptance of bid, I agree to provide any required updated and/or additional information necessary to participate in the City of Fountain Valley Home Improvement Program.

Contractor Agreeing with Above Statement:

Contractor Name, Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## GENERAL CONDITIONS

Contractors are licensed and regulated by the Contractor's State License Board, 9821 Business Park Drive, Sacramento, California, 95827. Any questions regarding a contractor may be referred to the Registrar of the Board at the preceding address. These General Conditions re for the property located at: [PROJECT ADDRESS]. For the purpose of this document [HOMEOWNER NAME] shall be known as "OWNER" and [CONTRACTOR NAME] shall be known as "CONTRACTOR".

**1. TIME FOR PERFORMANCE.** CONTRACTOR agrees to start work within **30** calendar days after receipt of a written Notice to Proceed by the OWNER, and shall follow all terms set forth in the Notice to Proceed. CONTRACTOR agrees to begin work on or before [DATE] (date) and complete work on or before [DATE] (date) (not to exceed **30** days from the date work commences). If CONTRACTOR fails to commence work thirty (30) days from the date of the Notice to Proceed, OWNER shall have the right to terminate this Agreement. Such Notice of Termination shall be in writing.

**2. PAYMENT SCHEDULE.** Payments will be made on approval of work and in accordance with the City policy regarding payment. For all mobile home projects, and single family projects under \$15,000.00, one (1) check will be issued after completion of the work (see below for requirements). For projects more than \$15,000.00, there will be one (1) progress payment and one (1) final payment. Payment intervals are as follows: First payment of 40% may be requested when 60% of the total cost of Construction is complete. Final payment of 60% may be requested when total job is complete. Payment will be 20 days after final inspection has been completed. **For any work that requires a permit, the permit must be finalized prior to requesting payment.**

**3. SCOPE OF WORK.** CONTRACTOR certifies an inspection of the property was conducted prior to bidding the project. CONTRACTOR is responsible for knowledge of all existing conditions and limitations involved in the work. CONTRACTOR acknowledges that it has prepared the Contractor Proposal based on the Authorized Bid List and that such proposal is complete, accurate and consistent as to the name of CONTRACTOR, and price, and that the scope of work that will be undertaken is in full compliance with the Authorized Bid List. CONTRACTOR acknowledges the performance requirements and quality of the materials established in the Authorized Bid List and warrants that all work undertaken will conform to said specifications. CONTRACTOR shall provide and pay for all labor, materials, services, license fees, and all items necessary for the proper completion of the construction work.

**4. PERMITS AND CODES.** CONTRACTOR agrees to secure and pay for all necessary permits and licenses required prior to commencing work and shall adhere to applicable local codes and requirements whether or not covered by the specifications and drawings for the work, including any CONTRACTOR registration requirements. CONTRACTOR shall continuously monitor the contracted work to determine that the work write-up and/or architectural plans are consistent with all applicable laws, ordinances and codes. Where the CONTRACTOR discovers that the Authorized Bid List and/or plans fail to meet code compliance, the CONTRACTOR shall immediately report all such findings.

**5. NOTICES.** CONTRACTOR shall give all notices required by law and comply with all applicable laws, ordinances, codes of the City and the requirements of the Home Improvement Program of HCD.

**6. PAYMENT.** CONTRACTOR shall furnish to the City, an Invoice itemizing the completed items to be compensated for, receipts for identified bills paid, covering the work completed and/or materials furnished for construction in an amount not less than the total prior payments made for all payments being requested. Before being entitled to receive any progress payments, a Request for Partial Payment Form endorsed by OWNER, and

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a partial or conditional lien release from each subcontractor working on the project, is required. For Final payments, Contractor must provide the Request for Final Payment form endorsed by OWNER, and a Final or Unconditional Lien Release from each subcontractor working on the project.

**7. QUALITY.** CONTRACTOR guarantees that all materials and equipment furnished by the CONTRACTOR shall be new and of good quality. CONTRACTOR and OWNER acknowledge and understand that program requirements prohibit the City from funding luxury items or upgraded materials. CONTRACTOR agrees that in instances where a type or brand of product is specified in the Authorized Bid List, only that specific type or brand of product or a product of equal quality, and price will be allowed to be substituted, and only after receiving approval from the City. All manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract must be provided to the OWNER.

**8. LEAD BASED PAINT.** CONTRACTOR is prohibited from using lead-based paint in any Home Improvement Program project.

**9. WORK DAYS.** OWNER shall cooperate with the CONTRACTOR by allowing them access to the work area Monday through Saturday from 7:00 a.m. to 6:00 p.m. CONTRACTOR or subcontractor contracting for any part of the contract work shall not work or permit work to be done on Sunday or City holidays without prior approval of the City. (Holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas.)

**10. OCCUPANCY DURING CONSTRUCTION.** OWNER shall continue to occupy the premises during rehabilitation work, but will cooperate with the CONTRACTOR in a reasonable manner, keeping interference to a minimum and abandoning limited areas as may be essential to conduct the work. CONTRACTOR shall make reasonable allowances for inconveniences, such as (but not limited to) working around furniture and equipment and adjusting working hours to accommodate the OWNER'S daily routine. CONTRACTOR is responsible for covering and protecting furniture, equipment, fixtures and materials that cannot be readily removed from the work area. OWNER shall cooperate with the CONTRACTOR by clearing shelves, cabinets and closets, and by removing any other smaller items from the work area. CONTRACTOR shall be responsible for any damages to property and/or injuries to persons (on or off site) as a result of their execution of the work required by the Construction Contract. CONTRACTOR shall not hold the kitchen and/or bathroom dysfunctional for more than eight hours.

**11. UTILITIES.** Existing utility services will be available to CONTRACTOR without charge, including: Electricity, gas, and water. OWNER acknowledges and understands that certain inconveniences may occur during the course of the work, such as (but not limited to) interruptions in electric, water and gas services, noise, odors and dust. CONTRACTOR shall execute the work in a manner that minimizes said inconveniences and ensure that essential utilities, fixtures and equipment are operative at the end of each work day.

**12. LICENSES.** CONTRACTOR guarantees they are a Licensed General Contractor or Mobile Home Contractor (C-47) licensed by the Contractor's State Licensing Board. CONTRACTOR agrees to obtain a valid Fountain Valley Business License prior to execution of the Notice to Proceed.

**13. INSURANCE.** CONTRACTOR agrees to keep in full force and effect at CONTRACTOR'S own expense during the entire period of construction such worker's compensation insurance and general liability

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insurance as required to participate under the City's Home Improvement Program. Proof of such insurance shall be filed with the OWNER and City before a Notice to Proceed is issued.

**14. EMPLOYEES.** CONTRACTOR shall comply with all applicable State regulations as they relate to labor requirements, minimum wage requirements, safety orders, and such other laws and regulations as may govern safety, wage and benefit standards. All employees must be recognized as such by the Contractor's State Licensing Board. The City shall be permitted to examine and inspect all subcontracts, materials, equipment, payrolls and conditions of employment pertaining to the work, including all relevant dates and records.

**15. SUBCONTRACTORS.** CONTRACTOR agrees that all Subcontractors performing work on the project are specialty contractors licensed by the Contractor State Licensing Board and the work they are performing is within the scope of their specialty. CONTRACTOR agrees that all subcontractors must obtain valid Fountain Valley Business License. CONTRACTOR agrees that all Subcontractors performing work on the project keep in full force and effect at Subcontractor's own expense during the entire period of construction such worker's compensation insurance and general liability insurance as is required to participate under the City's Home Improvement Program. CONTRACTOR agrees the warranties contained herein shall apply to all work performed under the Construction Contract, including that performed by any Subcontractors.

**16. LABOR AND MATERIAL RELEASES.** Prior to payment of a progress payment and as a condition hereto, CONTRACTOR shall provide a partial or conditional Labor and Material Lien Release on a form accepted by the building industry, from each Subcontractor listed on the Subcontractor List provided. This release will set forth the undisputed balance due the CONTRACTOR under the contract and duly approved change orders; a listing of additional amounts of outstanding and unsettled items which the CONTRACTOR claims are just and due and owing by OWNER to CONTRACTOR; a certification that work under the contract has been performed in accordance with the term thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the contract.

**17. INSPECTIONS.** City shall have the right to examine and inspect rehabilitation work included in this contract. Inspections by the City's Building Department are performed to ensure compliance with the building codes, ordinances and regulations adopted by the City. Inspections by the City's Housing and Community Development staff are performed for financial purposes and to ensure compliance with program requirements. Any orders or instructions to the CONTRACTOR will be given by the OWNER, upon prior approval from City.

**18. CHANGE ORDERS.** No change orders are allowable unless specifically stated in writing by the OWNER and City. No claim for an adjustment of the contract price will be valid unless so ordered. OWNER and CONTRACTOR expressly agree that no material changes or alterations in the description of work, price, or time for completion, provided above, shall be made unless in writing and mutually agreed to by both parties and authorized by the City.

**19. WORKMANSHIP.** CONTRACTOR shall ensure that the work is executed properly and in accordance with the requirements of the Construction Contract and the safety provisions of applicable laws and the building construction codes. Neither the final payment nor partial or entire use of the premises by OWNER shall constitute an acceptance of work not done in accordance with the Construction Contract or relieve CONTRACTOR of liability in respect to any expressed responsibility for faulty materials or workmanship. CONTRACTOR shall promptly remedy any defects in the work, (whether labor or material related) and pay for any damage to other work resulting from the workmanship, which may appear **WITHIN A PERIOD OF**

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**THREE YEARS** from the date of the Certificate of Final Inspection, (except for roofs where the workmanship is guaranteed for five (5) years).

**20. WARRANTY.** For good and valuable consideration, CONTRACTOR hereby agrees to provide a warranty to the OWNER, which shall extend to subsequent owners of the property to be improved. The warranty shall provide that improvements, hardware, and fixtures of whatever kind or nature installed or constructed on said property by the CONTRACTOR are of good quality and free from defects in workmanship or materials or deficiencies subject to the warranty contained in this paragraph provided. CONTRACTOR and OWNER agree, however, that the warranty set forth in this paragraph shall apply only to such deficiencies and defects as to which OWNER or subsequent owners shall have given written notice to CONTRACTOR, at its principal place of business, **WITHIN A PERIOD OF THREE YEARS** from the date of the Certificate of Final Inspection (except for roofs where the workmanship is guaranteed for five (5) years). This includes the CONTRACTOR covering all labor and materials needed to remedy the warranted item. Materials shall be guaranteed for the length of time specified by the Manufacturer's Warranty. CONTRACTOR shall furnish all written Manufacturer's warranties to OWNER before final payment is made.

**21. REMOVAL OF DEBRIS.** CONTRACTOR agrees that premises shall be kept clean and orderly during the course of the work and that, upon completion of work, to remove all debris and surplus materials from OWNER property and to leave said property in a neat and broom-clean condition.

**22. FINAL PAYMENT.** After the final inspection and acceptance of all work under the contract by OWNER and City, including clean-up, the CONTRACTOR may submit the Request for Final Payment for approval. CONTRACTOR understands that a detailed invoice must be submitted to City before a payment can process. CONTRACTOR shall provide an Unconditional or Final Labor and Material Lien Release on a form accepted by the building industry, from each Subcontractor listed on the Subcontractor List provided.

**23. LIQUIDATED DAMAGES.** CONTRACTOR shall not be charged with liquidated damages for any delay in the completion of work due to:

- a. Any act of Government, including controls or restrictions on or requisitioning of materials, equipment, tools or labor by reason of war, national defense, or any other national emergency.
- b. Any act of OWNER.
- c. Causes NOT reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control without fault or negligence of the CONTRACTOR, including but not restricted to acts of another contractor in the performance of some other Contract with the OWNER,
- d. Any act of God, including but not limited to, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and weather conditions; and
- e. Any delay of any authorized subcontract occasioned by any of the causes specified in paragraphs (a), (b), (c) and (d) above.

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CONTRACTOR must promptly notify the OWNER and the City, in writing, (within ten days) of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the OWNER shall extend the Contract time, subject to the City's approval, by a period commensurate with the period of excusable delay.

**24. PROJECT DELAY.** Time is of the essence and work shall be accomplished as quickly and expeditiously as possible. OWNER is required to advise the City when construction work is delayed. In the event completion of the work is delayed beyond the due date set forth in this Contract for any reason other than willful failure or refusal by the OWNER or as specified above, CONTRACTOR shall pay to OWNER the sum of ONE HUNDRED DOLLARS (\$100.00) per day as fixed, agreed and liquidated damages for each calendar day of delay from the above date stipulated for completion, or as modified in accordance with any approved change orders, until such work is satisfactorily completed and accepted. Such liquidated damages may be deducted from the final payment. Where the project cost is paid for by both the OWNER and City, such liquidated damages shall be shared on a prorated basis. If such good cause is claimed by the CONTRACTOR, it shall be CONTRACTOR obligation to substantiate its claim by adequate documentation.

**25. PROJECT DEFAULT.** In the event CONTRACTOR fails or refuses to complete the work as set forth in the schedule herein, fails to provide evidence of good cause for such delay, or fails or refuses to use due diligence in performing the required alterations and improvements, and in the further event that such failure, refusal or default continues for 48 hours after delivery to CONTRACTOR of a written notice to cure such default, then the OWNER may terminate the Construction Contract by written notice to CONTRACTOR, and upon delivery of such notice, CONTRACTOR shall immediately surrender possession of the premises and remove all equipment and materials on the property. OWNER shall then have the right to select a substitute CONTRACTOR. If the expense of finishing the work exceeds the up paid balance on the Construction Contract, the Contractor shall pay the difference to the OWNER.

**26. TERMINATION.** CONTRACTOR shall, upon such termination, deliver materials and labor lien releases, executed by all persons and firms supplying labor and/or materials to the premises, and OWNER shall be obligated to pay CONTRACTOR only the dollar amounts listed in the portion of the work completed by CONTRACTOR and accepted by OWNER and City to the date of termination. In computing the amount due, CONTRACTOR shall not be entitled to any allowance for "overhead, profit", insurance or other items listed in the total contract price on the bid form. Payment shall be made to CONTRACTOR only after the total job has been completed.

**27. HOLD HARMLESS.** CONTRACTOR shall agree to defend, indemnify, and hold harmless the OWNER and City of Fountain Valley and/or Fountain Valley Agency for Community Development from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from CONTRACTOR Performance under this agreement to install or construct housing rehabilitation to be paid for out of the proceeds of the OWNER rehabilitation loan. CONTRACTOR is acting in the capacity of an independent CONTRACTOR with respect to the OWNER.

**28. LIEN WAIVERS.** CONTRACTOR agrees to protect, defend, and indemnify OWNER from any claims for unpaid work, labor, or materials with respect to CONTRACTOR Performance. Final payment shall not be due until CONTRACTOR has delivered to the OWNER complete release of all liens for work completed arising out of CONTRACTOR Performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the OWNER indemnifying him against any lien.

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**29. RESOLUTION OF DISPUTES.** All claims or disputes between OWNER and CONTRACTOR arising out of or related to the work shall be settled by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. OWNER and CONTRACTOR shall submit all disputes or claims, regardless of the extent of the work's progress, to the American Arbitration Association/Better Business Bureau unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement, and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitration shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the CONTRACTOR, the arbitrator may award costs and attorney's fees in favor of the CONTRACTOR. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the OWNER, the arbitrator may award costs and attorney's fees in favor of the OWNER.

**30. PROHIBITION OF KICKBACKS.** CONTRACTOR nor any of its officers, partners, owners, agents, representatives, employees, Subcontractors or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the CONTRACTOR for which the attached Authorized Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the City or any person interested in the proposed Contract; and the price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**31. CONFLICT OF INTEREST.** No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Contract.

**32. PROHIBITION OF BONUS OR COMMISSION.** The assistance provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of this application for such assistance.

**33. ACKNOWLEDGMENT.** The above warranties are in addition to, and not in limitation of, any and all other rights and remedies to which the OWNER, or subsequent owners, may be entitled, at law or in equity, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the OWNER and shall be binding on the undersigned notwithstanding any provision to the contrary contained in any instrument heretofore, and thereafter executed by the OWNER.

**34. DISCRIMINATION.** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disabilities. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited

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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.

**35. EQUAL EMPLOYMENT OPPORTUNITY.** CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and all implementing regulations of the Department of Labor.

**36. CONSTRUCTION CONTRACT.** OWNER and CONTRACTOR acknowledge and understand that the City is not a party to the Construction Contract. While the Construction Contract is in effect, the OWNER and CONTRACTOR shall strive to communicate effectively and resolve disputes directly. This instrument constitutes the sole and only Construction Contract or Agreement of the parties hereto relating to said project and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect. The Construction Contract may only be amended by a written addendum signed by both parties with prior approval by the City.

**EXECUTED AS OF THE DATE OF THE CONSTRUCTION CONTRACT AND MADE FULLY A PART OF THE CONSTRUCTION CONTRACT.**

**OWNER NAME:** \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**ACCEPTED BY:** \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Company: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Contractor License #: \_\_\_\_\_

**WITNESSED BY:** \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Housing & Community Development

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