

# **NSD HOUSING REHABILITATION CONTRACTOR REHABILITATION STANDARDS MANUAL**



**City of Phoenix**

Revised 3/9/2016

# NSD HOUSING REHABILITATION CONTRACTOR REHABILITATION STANDARDS MANUAL

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## CONTRACTOR PROCUREMENT PROCESS

### APPLICATION FOR PLACEMENT ON THE QUALIFIED VENDOR LIST

The Contractor Application Packet is available online at <https://www.phoenix.gov/solicitations/651>. Please download and review all documents first, then complete the application according to the instructions. If you have questions, please call 602-534-4444 ext. 4.

Please fill out the packet in its entirety and ensure original forms are attached when signatures or notarized documents are required. Do not send original contractor licenses – copies only. Please print, sign and return the application and all other required forms to:

City of Phoenix  
Neighborhood Services Department  
Attn: Housing Rehab Section/Laura Smith  
200 W. Washington, 4th Floor  
Phoenix, AZ 85003-1611

General qualifications for inclusion on the Neighborhood Services Department (NSD) Housing Rehabilitation (Housing Rehab) Qualified Vendors List (QVL) are:

1. **License:** The contractor must have a current contractor's license issued by the Arizona Registrar of Contractors. The license classification must be appropriate for the type(s) of bid(s) the contractor will submit. All work must be completed in a professional workmanlike manner in compliance with the workmanship standards of the Registrar of Contractors as established by [A.R.S §§ 32-1101 through 32-1171](#), with all applicable laws, statutes, ordinances, building codes or rules and regulations and the Housing Rehab Contractor Rehabilitation Standards manual. Any unresolved Registrar of Contractors complaints under the current or other vendor names that you have done business as shall be disclosed and explained to staff before submitting an application.
2. **Exclusions: All contractors are required to have a Dun & Bradstreet D-U-N-S Number registered in sam.gov.** Instructions on how to obtain a D-U-N-S Number is included in this packet. Neither contractors nor its principals, agents or subcontractors shall be placed on the NSD Housing Rehab QVL if they are presently debarred; suspended; proposed for debarment to the U.S. Department of Housing and Urban Development (HUD) Debarment (and Excluded Parties) list; or declared ineligible; or voluntarily excluded from participation in any NSD contract by any federal department or agency.
3. **Equal Opportunity and Employment:** In order to do business with the city, the contractor must comply with [Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements](#). The contractor will direct any questions in regard to these requirements to the Equal Opportunity Department at 602-262-6790.

Contractors and all subcontractors shall abide by all federal, state and local regulations pertaining to equal employment opportunity including:

- a. Any contractor, subcontractor, trade contractor and/or vendor in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice.
- b. The contractor, subcontractor, trade contractor and/or vendor shall ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including

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apprenticeship.

- c. The contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.
  - d. If the contractor, or any of its subcontractors, trade contractors and vendors, employ 35 or more employees, the contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.
4. Davis Bacon: If Davis-Bacon prevailing wage requirements are triggered for work on a project, it will be indicated in the invitation to bid documentation. The contractor and subcontractors will abide by the federal regulations as set forth in [HUD Form 4010 Federal Labor Standards Provisions](#). NSD staff will assist you in complying with these requirements, when applicable.
  5. Section 3: NSD supports the Section 3 Program and its efforts to foster local economic development, neighborhood economic improvement and individual self-sufficiency. Contractors (and subcontractors) will have the opportunity to qualify for the Section 3 Program through business, employee and/or contract certifications. Section 3 qualified contractors may be notified of other bid opportunities outside of the Housing Rehab Section.
  6. Probationary Period: Contractors meeting all required prerequisites shall remain on a probationary status until the contractor satisfactorily completes five neighborhood rehabilitation projects. Following this satisfactory completion, the contractor shall be placed on the NSD Housing Rehab QVL.

All contractors are initially allowed up to five projects which they may work concurrently. However, if you believe that you have appropriate levels of resources to perform/manage more than five jobs at one time, you may send a written request to the housing rehabilitation supervisor for consideration.

If the contractor exhibits unsatisfactory performance during or after the probationary period; findings of fraud and/or falsification of any document; or is found to be listed on the HUD Debarment List after completing the probationary period, the contractor will be removed from the NSD Housing Rehab QVL.

7. Conflict of Interest: No contractor or its principals, agents or subcontractors shall have any direct or indirect interest in Housing Rehab projects nor participate in any decision relating to a project contract which is prohibited by law. Any potential or actual conflict of interest must be immediately disclosed to the housing rehab supervisor for review.

In order to maintain the integrity of its programs and assure utmost fairness to the residents of the city in the provision of these services, it is critical that all city employees, agents, subrecipients, contractors, subcontractors, appointed and elected officials maintain the highest standards of conduct regarding real or perceived conflicts of interest. A conflict of interest is “a real or seeming incompatibility between one’s private interests and one’s public or fiduciary duties.”

Because NSD and the Housing Department administer the funds used in the Housing Rehab program, their employees and immediate family members are not eligible to receive assistance through the Housing Rehab program. Additionally, NSD developers, subrecipients, consultants, contractors and their immediate family members are subject to these procedures and their participation in a federally assisted activity will be screened for conflicts of interest.

8. Contractor Approval: All contractors that perform work for NSD’s Housing Rehab programs must be approved and added to the NSD Housing Rehab QVL. In order to be eligible to participate as a Housing Rehab contractor, receive bid opportunities and perform construction services on Housing Rehab projects, contractors will be screened and qualified on an individual basis and must meet and maintain all eligibility requirements set forth within the NSD Housing Rehab Contractor Application Packet. New applications will be evaluated and if requirements are met, the eligible contractor will be added to the NSD Housing Rehab QVL.

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## CONTRACTOR ELIGIBILITY

Housing Rehab staff will use the following information to determine eligibility. Please return these required items with your application packet:

1. Contractor Application: Fill out each section of the application and attach all submittal items listed below. The application will not be processed if any required item is omitted. Please remember to sign the application and print your name in the space provided.
2. Individual Authorization Form: The authorizing officer of the company may authorize designated persons to sign documents and perform other tasks for the company. The signature of the officer and person being authorized must be notarized. List the title of the officer and designated person on the form. Complete one Individual Authorization Form for each designated person for the company.
3. Bid Information Sheet: Fill out contact information and type of work desired. Check all work that your firm is interested in bidding upon and which of the required type of license(s) or certification you, your employees or the firm currently hold.
4. Contracting Licenses: Include a copy of each contractor's license and certification held that is appropriate for the work you and your employees will do with the Housing Rehab Section.
5. Certificate of Insurance: Furnish to the City of Phoenix a Certificate of Insurance, signed by a person authorized to do so, certifying that the minimum general liability, automobile and worker's compensation insurance coverage set forth in conditions referenced are in full force and effect and will not be cancelled until thirty (30) days after written notice is given to the City of Phoenix, or until the work covered by a duly executed contract is completed and accepted by the City of Phoenix and the property owner, whichever comes first. Make sure to list the City of Phoenix as an additional insured. Lead abatement contractors are required to obtain and maintain pollution liability insurance. Payment and performance bonds may be required for larger projects. If required, this will be specified in the invitation to bid. See Appendix A: Contractor Insurance Requirements for additional information.
6. Certificate of Workman's Compensation Insurance: Unless it is included on your certificate of general liability insurance, this verification shall also be furnished to the City of Phoenix. See Appendix A: Contractor Insurance Requirements for additional information.
7. Section 3: Review and complete all Section 3 information included in Appendix B: Section 3 Packet.
8. Certificate for EPA's Renovation, Repair and Painting (RRP) Rule for Firm and Employee: NSD requires all Housing Rehab contractors doing business with the department to hold this required EPA certification. See Appendix C: Renovation, Repair and Painting (RRP) Rule Certification.
9. Additional Required Certifications:
  - a. Weatherization contractors: BPI certification and OSHA 30 certification; and BPI BA for Mobile Homes Certification, only if contractor plans to perform this type of work.
  - b. Lead Abatement contractors: EPA Lead Abatement Firm, Supervisor and Worker certifications

## CONTRACTOR APPROVAL

Once your application has been reviewed and approved, the contact person listed on the application will be notified by email. If your company is not currently listed as a vendor with the City of Phoenix, you will be required to do so prior to submission of your first bid proposal. Additional information and assistance for vendor self-registration will be included in the email.

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## BIDDING PROCESS AND PROTOCOLS

### PROCESS OVERVIEW

Housing Rehab project bidding is by invitation only. The Housing Rehab Case Management System (CMS) utilizes the active contractor bid list to select contractors through a random algorithm. A managed bidding system is utilized to assure qualified contractors a fair and open controlled bidding environment. The process design includes protocols to assure fairness, prevent collusion and a sincere effort to avoid any appearance of impropriety.

For each project, staff requests a specified number of contractors of a specified license classification to be selected based upon the work included in the scope of work. CMS examines the contractor database and identifies the contractors who possess the requested license classification. From this pool of prospective bidders, CMS selects the requested number of contractors, ***excluding those who have expired insurance or are late with completion of currently awarded contracts.***

All contractors must hold a valid Arizona Registrar of Contractors license classification required for the scope of work in order to be included in the invitation to bid for each project. If an owner-submitted contractor is the successful bidder they will be required to complete an application and must be approved and applicable certifications received within 30 days of the bid award.

CMS records those selected in this random selection ***including those who had expired insurance or were late on completions as these selections count as bid selection opportunities even if we could not offer a bid invitation due to expired insurance or late completion.***

Contractors who are continuing bidders in the various Housing Rehab programs must maintain a minimum customer service satisfaction rating of 4.40 out of a possible 6.50. Each completed project includes an opportunity for both the property owner and the rehabilitation specialist to evaluate the contractor's performance.

These results are entered into CMS and a weighted-score algorithm assigns a combined rating to the contractor. Additional jobs continually update the rating allowing the contractor the opportunity to maintain a great score or to improve a mediocre score.

Those with three or more completed jobs and a score of 4.40 or less are removed from the active bidders list for a minimum period of one year. After that time the contractor may reapply and request to be returned to the active status in a probationary category.

### SPECIFIC BIDDING PROCESSES

Contractors selected by the property owner and/or CMS are invited to bid a project by receipt of a specific invitation to bid; contractors without an invitation to bid are not eligible to bid the project.

Bids are released to the contractor primarily by email but will be held at the fourth floor public counter for pick up if specifically requested by the invited contractor. Please follow all bid instructions listed below:

1. Bids must be returned in a sealed envelope; when returned, NSD staff will provide a bid return label to be affixed to the exterior of the envelope. The bids must be received at the fourth floor public counter by the time indicated in the invitation to bid.
2. The received bid must be date- and time-stamped with the time-stamp at the fourth floor public counter then placed in the secured bid box until opened at the designated public bid opening. The time shown on



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the time stamp device is the time that will be printed on the envelope. Any bid date- and time-stamped after the date and time indicated as the bid return due date will be returned to the contractor unopened. It is the contractor's sole responsibility to assure that their bid is received and stamped prior to the due date and time. If a bid is submitted by mail, adequate time must be allowed to include the postal service delivery time, plus additional time required for City Hall mail distribution and delivery to the fourth floor. If mailed, the bid paperwork must be put in an envelope placed inside a separate mailing envelope to ensure that no bid envelopes are opened in error.

3. An authorized representative of the submitting contractor's firm must sign all bid and proposal documents. Unsigned bid and proposals shall be rejected as incomplete. An authorized representative of the firm is the individual who signed the application to be placed upon the bid list or whomever has been delegated this authority by a properly completed signature authorization form for the firm on file in the contractor's master file.
4. All bids must have legible bid amount(s) indicated in the appropriate areas of the bid and proposal document.
5. If alternate pricing is requested in the scope of work these must be indicated in the bid and proposal in the areas specifically identified as "alternate", i.e., "Alternate" 1. \_\_\_\_\_, "Alternate" 2. \_\_\_\_\_, "Alternate" 3. \_\_\_\_\_. When an alternate price is requested it must be recorded on the line identified. Do not include alternate prices in your base bid; this may be cause for rejection of your bid as non-responsive, incomplete or bid error upon review.
6. In determining the lowest responsible bid within the budget when alternate bids are requested the alternate bids shall be included in the bid review and included in numeric order. Essentially this means that alternate number one must be included prior to inclusion of alternate number two and alternate numbers one, two and three must be included prior to inclusion of number four etc. This ensures a consistent bid analysis and award without potential of award selection manipulation by alternate bid selective inclusion or exclusion.
7. Do not include "unspecified" alternate bids of any kind if not specified. This may be cause for rejection of your bid as non-responsive, incomplete or bid error upon review. If you are unsure of what is being requested, contact the rehabilitation specialist for clarification before bidding.
8. All bids require a cost breakdown by subcontractors and/or trade contractors. Include your Profit and Overhead (P&O) in these breakdown costs. We do not require that you break out P&O as a separate line item; taxes shall not be broken out as a separate line item. Failure to indicate a price breakdown may be cause for rejection of your bid as non-responsive, incomplete or in error.
9. Bid and proposals that include multiple trades must include a completed subcontractor and/or trade contractor list with your bid and proposal submittal. Failure to include a completed subcontractor and/or trade contractor list when one is included in the invitation to bid and multiple trades are required to complete the scope of work may be cause for rejection of your bid as non-responsive, incomplete or in error.
10. A list of subcontractors, trade contractors and/or vendors must be submitted with the bid and proposal, the general contractor certifies that all have been screened for federal debarment, Arizona license compliance and determined to carry appropriate insurance coverage. This documentation may be requested by (and provided to) the rehabilitation specialist during the duration of the project. Any proposed substitutions will require screening and prior written approval from the rehabilitation specialist before any work can be performed.
11. All bids must be submitted based solely upon the written scope of work along with any written addendums issued during the bid period. Do not include any verbal revisions from anyone including the property owner any relatives, friends, neighbors, etc.
12. Inclusion of prices for work not specified in the scope of work or any executed addendums will be cause for rejection of your bid as non-responsive, incomplete or in error.

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13. Be certain you have received all pages of your bid package when you initially review your invitation to bid; if in doubt, contact the rehabilitation specialist to confirm. It is the contractor's sole responsibility to assure that they have received a complete bid packet. Bids received for an incomplete scope of work, or not including the required subcontractor and/or trade contractor list or schedule of values because "it was not in the packet," are subject to rejection as non-responsive or bid error upon review.
14. If after reviewing the scope of work, or visiting the property, you require further clarification or are concerned there may be deficiencies in the scope, please direct these questions or concerns directly to the rehabilitation specialist who wrote the scope of work. (The name of the rehabilitation specialist is located on the top right corner of the first page of the scope of work.)
15. The rehabilitation specialist will document all questions received and will respond in writing to all contractors invited to bid on the project. If the nature of the question or timing of when the response was sent could impact the fairness of the bid, the rehabilitation specialist may elect to extend the bid return date.
16. Some projects will require a mandatory pre-bid walk-through of the property; if you are not present and listed on the attendance sign-in sheet at the walk-through, your bid will not be considered. **Read your bidding documents carefully to determine if the pre-bid walk is required or optional!**
17. **It is highly recommended that all general contractors, subcontractors and/or trade contractors visit the property that is the subject of the bid prior to bidding. No change order, contract amendments or bid withdrawals will be considered for omissions or errors for any issues which are visible at the time of bid.**

If a pre-bid walk-through of the property is not offered, you may contact the property owners using the information included in your bid package and introduce yourself as one of the contractors invited to bid their project and make an appointment to visit the property. Respect the property owners time by being on time for your appointment or contact them in advance if alternate arrangements must be made.
18. Contractors should anticipate that progress inspections will be performed during the duration of the project.
19. Do not make "side deals" with the property owner or anyone else representing the owner. Any such arrangements at this point may be construed as bid collusion and your bid will be rejected. We will not tolerate even an appearance of impropriety in the bidding process. You are subject to removal from the active bidding list for such activity.

## UNDERSTAND THE SCOPE OF WORK

Read your invitation to bid and scope of work carefully and contact the rehabilitation specialist if something is not clear to you.

***Do not make assumptions; we will not execute change orders, contract amendments nor will we permit such a bid to be withdrawn to compensate for erroneous assumptions.***

## EMERGENCY HOME REPAIR BIDDING

Bids for single-trade emergency work are selected through the normal CMS process. The selected contractors are asked if their current workload would preclude 24- to 36-hour service delivery should they be the successful bidder. Only those from the selected list who can provide this rapid service are offered an invitation to bid the project.

## PUBLIC BID OPENING

The public bid opening is held at the time and place as specified upon the invitation to bid. The door to the bid room is kept open during the proceedings to ensure a transparent process; the public may enter without having

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to open a door and ask permission. Bids are opened in the presence of staff, contractors and public witnesses. The bids are read aloud and recorded for each project on the bid results sheet at the bid opening. No evaluation or examinations of the bidding documents are performed during the bid opening or in the bid room.

The list of bids received, indicating the submitting contractors company name, the amount specified on the bid and proposal document for the base bid and any required alternates that were opened and read at the public bid opening, including the project identification, is available for public scrutiny. The contractor's price breakdown, list of subcontractors, trade contractors and/or vendors, schedule of values, etc. are not public documents. These items are available to the bid-subject property owner and are not available for public inspection. These bid-specific documents are utilized by the rehabilitation specialist to review the apparent low bid for completeness; required licenses of general contractor, subcontractors and trade contractors; tax license information; HUD and federal debarment lists; and cost reasonableness.

Bid results sheets are posted the next business day at the fourth floor public counter of City Hall and available for review by any interested party. This document lists the bids received and the amounts as explained above.

Contractors may also call the bid line 602-534-4457 after 3 p.m. the day of the bid opening which only announces the apparent low bidder from the bids read, not the bids and alternate bids by all competing contractors. The awarded contractor typically will be notified within three working days of the bid opening of the award.

## **COST REASONABLENESS**

Bids with a variation of 20% above or below project estimate are subject to additional evaluation. These bids may be rejected, subject to re-bid or contractor validation inquiry. A contractor with a variation more than 20% below staff estimate who can document a bid error will be allowed to withdraw their bid without penalty. **A submitted bid cannot be adjusted to correct a bid error.**

In addition to the cost reasonableness variation, a minimum of two bids must be received in order to award the project to a contractor. In cases where only one bid is submitted and the bid is determined to be within the cost reasonable variation, the bid will be evaluated by an independent cost estimator to determine cost reasonableness. The bid cannot exceed 5% of the independent cost estimator's cost reasonableness evaluation. If the bid exceeds 5%, the contractor will be given the opportunity to provide documentation that supports the bid pricing and/or to adjust their bid to bring it within cost reasonableness parameters. If the contractor chooses not to provide supporting documentation or to adjust their bid, the project will be re-bid.

## **TEMPORARY RELOCATION**

The invitation to bid will indicate if relocation is required; if so, an estimated number of relocation days in the scope of work will be provided.

There will be a line on the bid document for the contractor to indicate the number of days needed. The number of relocation days will be considered as part of the bid for award purposes. If this line is left blank, the number of days estimated on the bid invitation will be the number of days used.

The loan processor will send out a Contractor Request to Begin Relocation Form (See Appendix D: Contractor Request to Begin Relocation) to the contractor. The contractor needs to complete and return form to the loan processor a minimum of 10 days prior to the first day of relocation.

It is critical that contractors adhere to the relocation schedule and notify the rehabilitation specialist and loan processor immediately if an issue arises that may increase the length of the relocation.

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If a project requires a long-term relocation of the homeowner, it is important that the contractor notify the rehabilitation specialist approximately 30 days prior to the completion so that the loan processor can provide a 30-day notice to terminate any applicable lease.

If additional relocation is required due to contractor error or delayed completion, the contractor shall be responsible for the additional relocation cost.

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## AFTER THE BID

### REHABILITATION CONTRACTS

After the bid has been awarded, the loan processor will prepare the rehabilitation contract. The loan processor will obtain the homeowner's signature, then will contact the contractor to sign the rehabilitation contract.

After both the homeowner and the contractor have signed the rehabilitation contract, they are routed for city signatures. A fully-executed copy of the contract will be provided to the contractor by Housing Rehab staff.

### AUTHORIZATION TO PURCHASE MATERIALS AND OBTAIN PERMITS (ATP)

This is **NOT** a notice to begin work!

The ATP will be issued to the contractor after the rehabilitation contract has been signed by both the homeowner and the contractor.

The ATP will be issued and signed by the rehabilitation specialist, then sent to the contractor for completion. The contractor will add the proposed start date of the project and the number of any applicable temporary relocation days, sign the document and return a copy to the rehabilitation specialist for the case file.

### NOTICE TO PROCEED (NTP) AND OTHER DOCUMENTATION

The NTP will be completed and issued by the rehabilitation specialist based upon the information provided by the contractor in the ATP.

Housing Rehab staff will first obtain the homeowner's signature on the NTP, then the rehabilitation specialist will forward to the contractor to sign and return a copy for the case file.

At the same time the NTP is provided, the rehabilitation specialist will also include a pay request form, a lien waiver form and the warranty checklist for the contractor.

### CONSTRUCTION-RELATED CHARGEBACKS

Any construction-related chargebacks due to a failed audit, re-inspection fees, etc. may be deducted from the final payment. The rehabilitation specialist will contact the contractor if this applies to your project.

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## CONTRACTOR EXPECTATIONS AND PERFORMANCE STANDARDS

### BE AN EXAMPLE OF SERVICE EXCELLENCE

Provide the homeowner with quality products and deliver consistent, outstanding service:

- Treat all customers (including city staff) fairly, with dignity and respect; in other words, treat them as you would like to be treated.
- Ensure regular customer communication. Be responsible for scheduling all work and keeping your customer and rehabilitation specialist informed of all scheduled work planned or unavoidable delays.
- Listen with care and take responsibility for your actions.
- Deliver Housing Rehab services efficiently, ensuring high quality customer service and fair prices to the homeowner.
- Perform prompt quality workmanship on projects and any follow-up warranty service.
- Exhibit professional conduct that conveys a favorable impression upon your business and the City of Phoenix.

### COMMUNICATION

Regular and reliable communication with the homeowner is required. The contractor must provide a contact phone number for the homeowner when the work is initiated.

Homeowners must be informed of the planned schedule of work in advance of the start of work on the project and agree to it. It is imperative to notify owners of any changes that may impact this planned work schedule as soon as possible.

### SCOPE OF WORK AND CONSTRUCTION CONTRACT

The contractor must strictly adhere to the scope of work and construction contract provisions.

### CHANGE ORDERS

Any proposed revisions to the scope of work or construction contract provisions shall be documented by a fully executed change order that will be subject to city approval. These would include but are not limited to changes requiring additional contract time or revised work as defined in the scope of work that results in additional funds, reduced funds or no change in funding. The contractor will not be paid for change order work started prior to approval.

Change orders may be subject to a cost reasonableness evaluation by the city's independent cost estimator.

### OCCUPIED STRUCTURE REQUIREMENTS

All structures are bid as occupied unless specifically noted in the scope of work. For bids on occupied structures the following requirements must be met:

1. At the end of each day, the homeowner must be left with operable potable water to the (operable) kitchen sink and one bath. Bathing (one bathtub or shower) and sanitary facilities (one water closet and lavatory) must be operational, except if a bathtub and shower walls are being installed – this will require 48 hours to install and cure.

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2. At the end of each day, the homeowner must be left with an operable waste and vent system to the required fixtures indicated above.
3. At the end of each day, the homeowner must be left with an operable system for cooking, heating or heating water. An exception to this requirement will be allowed if a gas system is under pressure test and waiting for the building inspectors' approval. Once approved, the gas service must be restored the same day.
4. At the end of each day, all essential living areas (i.e., baths, kitchens and sleeping areas) must be clear of construction debris or barricades and fully functional. One fully functional bath will meet the intent of this requirement. Electric service, potable water and sanitary sewer must be functional to meet this requirement.
5. If any of the occupancy requirements above are violated, the contractor may be required to absorb the cost of temporary relocation of the homeowner for food and lodging. Costs incurred may be back-charged against a future invoice for payment. Costs incurred may be back charged against a future invoice for payment.
6. Unforeseen/emergency circumstances may occur that will require the temporary displacement of the homeowner. If this happens, contact the rehabilitation specialist immediately so that we may notify the homeowner and arrange for the loan processor to assist with the temporary relocation.

## PAYMENT REQUESTS AND INVOICING REMINDERS

When submitting a payment to our office the contractor must include/certify the following:

- Submit Invoice for work/labor that is completed. All invoices for equipment must include the make, model and serial number on the document. See Appendix E: Invoice Reminders for more information.
- A Schedule of Values if submitting a partial payment. Partial payments may not be available for all case types; in the event that it is allowed, a 10% retainage fee will be held until completion of the project. See Appendix F: Schedule of Values for a sample.
- A Request for Payment Form signed by contractor and homeowner. Contractor is confirming payment in full for all bills incurred for labor used and materials furnished in making repairs and improvements for work reflected on the invoice being submitted.
- A Signed Conditional Waiver of Lien, Full or Partial is required for each payment representing the dollar amount of the payment.
- Documentation that any appropriate building or utility inspections were conducted and have passed inspection, if required by permit, or for clearance.

By signing the Request for Payment Form, contractors are certifying that they have paid all material men, contractor, subcontractors, trade contractors, vendors and employees for work represented in the pay request. Any verified information from subcontractors, trade contractors or vendors that indicates that they have not been paid for work included in a request where the contractor has certified that they have been paid shall require lien releases from each subcontractor, trade contractor and vendor. Contractor penalties shall be imposed for false statements.

Upon receiving a completed payment packet from the contractor the rehabilitation specialist will conduct an inspection within 14 days to certify the invoiced items have been completed, installed, delivered etc. If work is completed in accordance to the scope, the rehabilitation specialist will sign and date the invoice and payment request form. The payment packet will then be submitted to the loan processor for payment/approval.

# NSD HOUSING REHABILITATION CONTRACTOR REHABILITATION STANDARDS MANUAL

It is the contractor's sole responsibility to:

1. Instruct the homeowner on the care and operation of all new equipment.
2. Deliver copies of all warranty documentation and instruction manuals as specified on the Warranty Checklist (See Appendix G: Warranty Checklist) to the homeowner. The contractor will have the homeowner initial after each item and sign the document. **Final pay requests must include the homeowner-initialed-and-signed copy of the Warranty Checklist when forwarded to the rehabilitation specialist.**
3. Complete the contractor or vendor portion of all warranty registration cards or paperwork.

Payments will not be considered until the contractor has paid for all work (materials and labor for all subcontractors, trade contractors and/or vendors) represented by the pay request and the work has been approved by the 1) rehabilitation specialist, 2) the building inspector if required by permit and 3) the utility inspector if required for clearance. The concurrence of the owner is requested. Compliance with the Arizona prompt payment statute prohibits the owner's refusal of payment for work that is completed in accordance with the contractual requirements, scope of work specification and is approved by permitting authorities; however, in the event of a valid (substantiated by the rehabilitation specialist) homeowner dispute, payment may be withheld until resolved.

It is the city's policy to make every effort to achieve compliance with the Arizona Prompt Payment statute. Our commitment is to process properly submitted pay requests for work completed and approved within the 21-day statute requirement.

Within the statutory 21 days, the contractor's request for pay will be processed if submitted with all signatures affixed and all required documents. Required documents are outlined in the section above "Payment Process and Requirements."

The 21-day process period begins with the receipt of the completed payment packet by the Housing Rehab Section. The rehabilitation specialist and the homeowner allot the first 14 days to scheduling an inspection of the work. Work completed in accordance with the scope of work, rehabilitation standards and building codes will be submitted for payment. Any work requiring "punch list" corrections will be withheld from payment until subsequent corrections and rebilling, re-inspection and approval of the work is completed. The remaining seven days is to allow the loan processor and accountant's time to process the payment.

***Note: Do not submit invoices before work has been complete, as they will not be accepted.***

If you have not received payment for your invoice within 30 days, please contact your loan processor for assistance.

## WARRANTY

**All workmanship must be warranted for two full years from the date of completion of the work.**

Equipment and appliances shall be warranted by the contractor for parts and labor for one-year from the date of installation on record with the manufacturer. If no warranty is on record, the one year will begin from the date the work was completed as determined and recorded by the city. After one year, the warranty will be as specified by the manufacturer.

It is the homeowner's responsibility to contact the contractor within one year of installation for warranty service. After one year, the homeowner will need to contact the manufacturer for warranty service as per the instructions indicated on their warranty documentation.



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Any extended warranties offered by the contractor and accepted by the homeowner are the sole responsibility of those parties. No program funds are to be allocated for any extended warranty insurance contracts.

## **WORKSITE BEHAVIOR AND RESPONSIBILITIES**

### **IDENTIFICATION**

All license holders must be prepared to identify themselves if requested by the rehabilitation specialist, or the homeowner, as required by the Registrar of Contractors.

### **SUPERVISION**

Supervision of the worksite, all construction work, material deliveries and tradesman activities during the contractual workday is the sole and explicit responsibility of the contractor.

All work must be supervised or completed by journeyman-level craftsmen.

### **DISCOVERY OF ARTIFACTS**

Should any archaeological artifacts (pottery, bones, arrowheads, etc.) be encountered during ground-disturbing activities, all ground-disturbing work **MUST** cease on the property. The city's rehabilitation specialist or environmental review officer must be notified immediately. No ground disturbance may resume until the significance of the discovery has been assessed and the environmental clearance updated.

### **ILLEGAL, CRIMINAL OR EGREGIOUSLY IMMORAL ACTIVITY ON WORKSITE**

Any instances of illegal, criminal or egregiously immoral activity on the worksite will be reported immediately to all appropriate authorities. This includes any use of illegal substances on property or off-site during work breaks will also be reported immediately.

### **USE OF ALCOHOLIC BEVERAGES OR PRESCRIPTION MEDICATIONS THAT MAY CAUSE IMPAIRMENT**

Contractors, subcontractors, trade contractors or any employees of the contractors are prohibited from consuming any alcoholic beverages while work is being performed on the property or while off-site for breaks or lunch.

Contractors, subcontractors, trade contractors should exercise caution when taking any prescribed medications that may cause any sort of impairment.

### **USE OF RESTROOM AND KITCHEN**

Contractors, subcontractors, trade contractors or any employees of the contractors may not use homeowner's restroom, kitchen or eating areas without explicit revocable permission of the owner.

Contractors may provide commercially rented and maintained portable restroom facilities for their subcontractors, trade contractors or employees or make offsite arrangements at their option and expense.

No outdoor urination or defecation is permitted.

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## USE OF PORTABLE RADIOS

Contractors, subcontractors, trade contractors or any employees of the contractors may not play loud music during the performance of the work without explicit revocable permission of the owner.

## USE OF HOMEOWNERS' TOOLS AND FURNISHINGS

Contractors, subcontractors, trade contractors and any employees of the contractors must not use any tools or furnishings that belong to the homeowner. This includes all tools, ladders, scaffolds, extension cords, hoses, vacuum cleaners, etc.

## PERMITS

All work requiring a building permit, as determined by the City of Phoenix Planning and Development Department by ordinance or regulation, must be completed under such permit. Compliance with rules regarding contract scope of work and value disclosure in completion of the permit application is required.

The City of Phoenix outlines the permit process at <https://www.phoenix.gov/permits-licenses-and-taxes>

All permits must be displayed on the property in a prominent location, with the scope of work attached.

All work requiring inspection or utility clearances must receive such clearances prior to consideration for payment for such work.

## WORKMANSHIP

All work must be completed in a professional manner in compliance with the workmanship standards and licensing requirements of the Arizona Registrar of Contractors as established by Arizona Statute and must remain current with all city building codes.

All work completed must represent the best practices and standard of care for the trade.

## HOMEOWNER AND WORKER SAFETY AT THE WORKSITE

All excavations must be barricaded; covered, secured in all manners which are appropriate at all times to prevent personal injury. Worker and occupant safety in all aspects of the construction job site are the explicit responsibility of the contractor.

Compliance with all OSHA, equipment, worker and site safety requirements is the sole explicit responsibility of the contractor.

All work areas must be left broom clean and clear of construction debris at the end of each day. Please wear footies over work boots when entering the home to prevent tracking in debris, if appropriate.

## DUST-PROOF CONSTRUCTION

All contractors must comply with Maricopa County Rule 310 – Fugitive Dust from Dust-Generating Activities. According to Rule 310, a primary dust-generating activity is any operation capable of generating fugitive dust, including but not limited to, the following:

- Land clearing, maintenance, and land cleanup using mechanized equipment;
- Earthmoving;

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- Weed abatement by discing or blading;
- Excavating;
- Construction;
- Demolition;
- Bulk material handling (e.g., bulk material hauling and/or transporting, bulk material stacking, loading and unloading operations);
- Storage and/or transporting operations (e.g., open storage piles, bulk material hauling and/or transporting, bulk material stacking, loading and unloading operations);
- Operation of any outdoor equipment;
- Operation of motorized machinery;
- Establishing and/or using staging areas, parking areas, material storage areas, or access routes to and from a site;
- Establishing and/or using unpaved haul/access roads to, from, and within a site;
- Disturbed surface areas associated with a site; and
- Installing or maintaining landscaping while using mechanized equipment.

Some projects may require a dust-control permit. The threshold for a permit is based upon the amount of surface area disturbed by a project. If the area disturbed will meet or exceed 0.1 acre (4,356 square feet) then a permit is required.

For additional information, please refer to the Rule 310 Handbook which is located at:

<https://www.maricopa.gov/aq/divisions/compliance/dust/docs/pdf/Rule%20310-Dust%20Handbook.pdf>

## FENCE LOCATION

All fence construction requires the contractor to locate the true property line by survey or alternate method. Any fence constructed on adjoining property without the permission of the adjoining property owner will require corrective action and will be the sole responsibility of the contractor.

All fence construction requires that the contractor contact all adjoining property owners to inform them of the fence construction, location and to determine if temporary barricades will be required to contain children, pets or pools. Temporary barricades are the sole responsibility of the contractor. Any liability claims for failure to place temporary barricades will be against the contractor.

## MATERIALS

As stated in the construction contract, all materials or components utilized in the completion of rehabilitation activities must be new and supplied as detailed in the scope of work, specifications or any drawings provided and incorporated into the contract. No substitutions are permitted without a fully executed change order or contract amendment.

**All materials and or components specified in the scope of work must be installed per the manufacturer's instructions, the applicable codes, Arizona Registrar of Contractors' workmanship standards, common best industry practices and as described in the scope of work.** Per the building code, contractors should provide copies of the manufacturer's instructions to confirm proper installation upon request.

# **NSD HOUSING REHABILITATION CONTRACTOR REHABILITATION STANDARDS MANUAL**

## **STORAGE OF MATERIALS AND WORKSITE DEBRIS**

All job site habitable areas must be cleared of extraneous building material scrap and excess materials and broom clean at the end of each workday. Materials required to complete the work but not yet installed may be stored in a safe manner out of the homeowner's required habitable living areas until utilized. The contractor is responsible for safekeeping, impact upon site safety and security of all stored materials.

No scrap or construction debris may be placed in the city-provided container or uncontained trash areas for City pick up.

It is the sole responsibility of the contractor to ensure that any product of demolition, scrap or construction debris stored on site for later removal must be placed in a dumpster or contained area in a manner that is not unsafe to the homeowner.

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## ENVIRONMENTAL CLEARANCE

The Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Lead Hazard Control/Healthy Homes Program regulations require that if a project involves any of these funds, an environmental review must be performed before any funds are encumbered. This list is not all-inclusive, as new funding sources may be added in the future which could contain similar requirements. The city will perform the environmental review, which also includes historical and archaeological reviews, as appropriate. Premature committing or expending of any funds, including the homeowner's funds on the project, may jeopardize the project's eligibility.

An environmental assessment is required to comply with the National Environmental Policy Act and HUD's enforcement measures. This includes a review and analysis of 13 federal laws designed to protect certain environmental areas.

Any work done beyond the scope of work, including change orders, must have an environmental review and approval. Doing work prior to the approval shall jeopardize the project's eligibility and the contractor will not be paid for such work.

## ARCHAEOLOGICAL MONITORING

In 1990, the Arizona State Legislature amended two state laws (Arizona Antiquities Act and State Historic Preservation Act) that protect human burials and associated artifacts on both private and state land. As specified in these laws and paraphrased below:

1. A person shall not knowingly excavate in or upon any historic or prehistoric archaeological site, except when acting as a duly authorized agent of an institution or corporation organized for scientific, research or land use planning purposes. [\[Arizona Revised Statute §41-841 \(A\) – Archaeological Discoveries\]](#) Any person, institution or corporation violating any provision of this article is guilty of a class 2 misdemeanor. [\[A.R.S. §41-846 – Violation\]](#)
2. A person who knowingly excavates in violation of A.R.S §41-841 is guilty of a class 5 felony pursuant to the Arizona Criminal Code – Title 13. A second or subsequent violation under this subsection is a class 3 felony. [\[A.R.S §13-3702.01 – Excavating Certain Sites\]](#)

To facilitate contractor compliance with the above Arizona laws and City compliance with HUD's National Environmental Policy Act (NEPA) Environmental Review requirements pertaining to the National Historic Preservation Act, certain projects may require archaeological monitoring during all ground-disturbing activities. In this context, "ground disturbance" is defined as any activity other than walking on the ground.

If archaeological monitoring is required for a project location, as specified by NSD's environmental review officer (ERO), the contractor will be required to meet with both NSD's ERO and the rehabilitation specialist for the project, prior to initiation of any project-related activities, and will be required to sign NSD's Archaeological Gold Sheet (See Appendix H: Archaeological Gold Sheet.)

NSD's ERO then will arrange for a city-approved on-call archaeological consultant to be assigned to the project, at full cost to the city, and to initiate contact with the contractor for an initial project monitoring scheduling meeting to be held on-site with the project rehabilitation specialist. No ground-disturbing project-related work is allowed to occur prior to this initial meeting on-site.

Absolutely no ground-disturbing activity is allowed on-site, unless the archaeological monitor is present. The on-call archaeologist will determine the extent of archaeological monitoring required during the entirety of the project. This determination must be adhered to at all times and in the event a project change order is needed,

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prior approval from the rehabilitation specialist must be obtained prior to activity initiation so that modified archaeological requirements can be specified.

Should the on-call archaeologist specify that all/certain ground-disturbing work must cease on the property, you shall immediately notify your project rehabilitation specialist. Adherence to restrictions specified by the on-call archaeologist is mandatory. Should any restrictions imposed by the on-call archaeologist create project delays, you will be reimbursed per your contract specifications. No ground disturbance may resume until you (and the project rehabilitation specialist) are notified to proceed by the on-call archaeologist.

Punitive damages and/or suspension from future Housing Rehab/city projects may be assessed if the contractor, subcontractor(s), trade contractors and/or vendor(s) are deemed to be in non-compliance with these terms.

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## SECTION 3 CONTRACTOR REQUIREMENTS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Contractors are required to complete Section 3 Business Certification forms annually. Forms must be completed and returned. Please take the time to evaluate your business's Section 3 qualifications. The U.S. Department of Housing and Urban Development monitors the City of Phoenix's efforts in utilizing Section 3 businesses, accurate reporting will help ensure continued federal funding.

Recipients of Section 3 covered financial assistance should make every effort to meet the regulatory requirements. This may mean going a step beyond normal notification procedures for employment and contracting by developing strategies that will specifically target Section 3 residents and businesses when opportunities arise.

**If your business is hiring** – the city of Phoenix can help you find qualified employees! Below are resources and contact information that may be of assistance.

- Phoenix Workforce Connection pairs employers with qualified job seekers 602.256.3147
- Goodwill Employer Experience may be contacted directly at 602.535.4186.
- Arizona Workforce Connection is available at [www.arizonavirtualonestop.com](http://www.arizonavirtualonestop.com) . Job positions can be posted online.
- Contractors are highly encouraged to pass on efforts, issues and successes to Housing Rehab staff.
- Any newly-hired individuals (regardless of income) must fill out the Self-Certification form to Housing Rehab staff. The form is confidential.

*Note: Documentation is not needed to support income reported on a new-hire's Self-Certification form; however the individual is signing and certifying this information. Falsifying information on the form is a federal offense.*

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## LEAD HAZARD CONTROL/HEALTHY HOMES PROGRAM

Contractors, including those already on the NSD Housing Rehab QVL, interested in working with the City of Phoenix Lead Hazard Control Program (LHCP) as a certified lead abatement contractor will need to provide the additional documents listed below. For more information about the Lead Hazard Control/Healthy Homes Program please call 602-534-4444 ext. 4.

### CERTIFICATIONS

The firm will need to be certified by the Environmental Protection Agency (EPA) to do lead abatement work. In addition, you will need at least one EPA-certified supervisor. Any additional people who will work on lead hazard control projects will also need to be certified. A typical crew might consist of one supervisor and two workers. For more information on the EPA Lead-Safe Certification Program, please go to <http://www.epa.gov/lead/getcertified>, or call the National Lead Information Center at 1-800-424-5323. The Lead Hazard Control Program will require these certifications before a contractor will be allowed to bid.

### INSURANCE

In addition to the requirements listed for all contractors, lead abatement contractors are required to obtain and maintain, during the term of the contract, pollution liability insurance which covers lead-based paint activities from an insurance company licensed to do business in Arizona. This should be an occurrence-based policy with limits of liability not less than \$1,000,000. The policy shall be endorsed to include the following additional language: "The city of Phoenix shall be named as an additional insured with respect to liability arising out of activities performed by, or on behalf of the contractor." The contractor may bid for work, but will not be awarded a job until this insurance policy is in place.

### OTHER PAPERWORK

Before work can begin the LHCP will need to have the following on file from the contractor: 1) OSHA Lead Compliance Plan, 2) Respiratory Protection Program and 3) HAZCOM Program Plan. The LHCP can provide assistance to the contractor in producing these plans.

### PAPERWORK FOR WORKERS

Each supervisor and worker working on LHCP projects will need to have the following paperwork on file with the LHCP:

- Results of a respirator exam (showing that a doctor has cleared them to wear a respirator);
- Results of a respirator fit test;
- Results of a blood test (showing that their blood lead level is within the acceptable range); and
- Current training and EPA certificates.

### ITEMS NEEDED BEFORE A CONTRACTOR CAN BID

- Copy of company EPA certification to do lead-based paint abatement
- Copy of EPA certifications for supervisors and workers
- Copy of company EPA RRP certification
- Copy of EPA RRP certification for qualified employee



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## ITEMS NEEDED BEFORE A CONTRACTOR CAN BE AWARDED A BID (WITHIN 30 DAYS OF BID)

- Certificate of pollution liability insurance which includes lead-based paint activities
- Physical exam for each supervisor and worker showing they are able to wear a respirator
- Respirator fit test
- Blood test showing blood lead level

## ITEMS NEEDED BEFORE WORK CAN BEGIN

- OSHA Lead Compliance Program
- Respiratory Protection Program
- HAZCOM Program Plan

All work shall comply with all applicable state, federal and local laws, rules, regulations and guidelines, including the most current version of the [HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing](#).

## LEAD HAZARD CONTROL PROGRAM SAFETY AT THE WORKSITE

Lead Hazard Control Program (LHCP): In projects covered by [HUD's Lead Safe Housing Rule \(LSHR\)](#) and/or the [EPA Renovation, Repair and Painting Rule \(RRP\) Rule](#), residents must never be permitted to enter the work area while work is under way. Furthermore, resident reentry into the work area is permitted only after the area has been cleaned and, if required, has passed clearance (under the LSHR or, optionally, under the RRP Rule) or cleaning verification (under the RRP Rule.)

While residents may not be present inside the work area for work covered by the regulations, it is possible for the residents to remain inside other parts of the dwelling during some types of work, or to leave for the day and return to the dwelling at night after 1) cleaning, 2) visual evaluation for dust, debris and residue outside of the contained area and 3) collection of dust samples.

Workers performing paint-disturbing work should use lead-safe work practices in accordance with [HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, Second Edition, July 2012, Chapter 11](#). Overall, this means that workers must never use prohibited paint-removal practices, should work wet to dampen dust spread and should clean up thoroughly after the work is completed.

**In all cases, proper worksite preparation, area containment, work and occupant protection measures must be in place.**

# NSD HOUSING REHABILITATION CONTRACTOR REHABILITATION STANDARDS MANUAL

## WEATHERIZATION ASSISTANCE PROGRAM

Contractors interested in working with the City of Phoenix Weatherization Assistance Program (WAP) will need to provide the additional documents listed below. The WAP program requires that contractors participate in weatherization related trainings that build or enhance their knowledge, skills and abilities to provide weatherization services/energy efficiency retrofits in accordance with [10 CFR Part 440](#). If you are already on the NSD Housing Rehab QVL, and would like to bid on WAP projects, please call 602.534-4444 ext. 4 for more information.

## QUALIFICATIONS

Contractors need to have staff that have:

- Attended WAP Boot camp;
- Have staff that have received Building Performance Institute (BPI) Building Analyst (BA) certification;
- Have staff that have received BPI certification for mobile homes (if applicable);
- Have a designation has a Lead Renovation, Repair and Painting (RRP) firm; and
- Have staff that hold OSHA 10/30 Certifications.

## PAPERWORK FOR WORKERS

Each contractor working on WAP projects will need to have the following paperwork on file with the City of Phoenix:

- BPI BA Certification;
- BPI BA for Mobile Homes Certification (if applicable);
- Lead RRP firm designation; and
- OSHA Certifications.

All work must be in compliance with the [National Renewable Energy Laboratory \(NREL\) Standard Work Specifications \(SWS\)](#).

# NSD HOUSING REHABILITATION CONTRACTOR REHABILITATION STANDARDS MANUAL

## ACKNOWLEDGMENT OF RECEIPT OF CONTRACTOR REHABILITATION STANDARDS MANUAL

The Contractor Rehabilitation Standards Manual contains important information and I understand that I should consult my rehabilitation specialist at 602-534-4444 ext. 4 regarding any questions not answered in the manual.

Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the manual may occur. All such changes will generally be communicated through official notices (e-mails), and I understand that revised information may supersede, modify or eliminate existing policies.

Furthermore, I understand that this manual is neither a contract nor a legally-binding agreement. I have had an opportunity to read the manual, and I understand that I may ask any questions I might have concerning the manual.

I accept the terms of the manual and understand that it is my responsibility to comply with the policies and procedures contained in this manual, its appendices and any revisions made to them.

I have received a copy of the Contractor Rehabilitation Standards Manual on the date listed below. I understand that I am expected to read the entire manual, including the appendices. I understand that this form will be retained in the NSD Housing Rehabilitation contractor file.

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative Name - Printed

\_\_\_\_\_  
Contractor Representative's Title

\_\_\_\_\_  
Contractor Company Name