



Department of Planning & Community Development
 1400 S. Flores Street
 San Antonio, Texas 78204
 Tel: (210) 207-6459



OPERATION FACELIFT PROGRAM
GENERAL CONTRACTOR - APPLICATION

A. **COMPANY NAME:** (Print) _____
 Address _____
 City, State, & Zip _____
 Office Telephone No. _____ Cell No. _____
 Email _____ Web Site _____

B. **BUSINESS OWNER(S) / PRINCIPAL(S):**

1. Name _____ Title _____
 Home Address _____
 City, State, & Zip _____
 Telephone No. () _____ Fax No. () _____
2. Name _____ Title _____
 Home Address _____
 City, State, & Zip _____
 Telephone No. () _____ Fax No. () _____
3. Name _____ Title _____
 Home Address _____
 City, State, & Zip _____
 Telephone No. () _____ Fax No. () _____

C. HISTORY OF COMPANY:

1. How long has your company been under the present company name? _____
If less than 3 years, please list previous company name, if any, _____

2. Are you a member of any trade or professional association? Yes _____ No _____

If yes, please indicate name and number of years as member: _____

3. Number of Employees: Office/Admin _____ Trades _____ (Give averages if number fluctuates)

4. Contractor's License Number _____

Where Licensed _____

5. Have you ever had your Contractor's License revoked? Yes _____ No _____

If yes, provide year revoked and justification. _____

6. Have you ever defaulted on a contract? Yes _____ No _____

7. Are you on any debarment or suspension lists or have been declared ineligible to participate in any

Federal Assistance Programs? Yes _____ No _____

8. Have any members of the firm been sued within the past 2 years by sub-contractors, suppliers,

customers, or other persons? Yes _____ No _____

If yes, give details: _____

9. Are you familiar with City/State Universal Designed Standards? Yes _____ No _____

APPLICANT'S COMMENTS:

D. CONTRACTOR'S INFORMATION AND BACKGROUND:

1. Principal Contractor's Social Security Number: _____

2. How long have you been in business? _____

3. Describe your construction background and specific trades: _____

If you have no construction background, who in your company does? _____

4. In what areas and trades are you licensed by the City of San Antonio? _____

5. Who is responsible for jobsite day-to-day activities such as: scheduling, supervision, coordination, quality control, clients concerns and complaints, etc.?

Name: _____

Title: _____ Years w/Company _____

6. Please list full-time employees and the trades they cover? List names, trades and licenses, if any, and years with the company.

7. What kind of warranty do you provide your customers upon completion of the construction work and how long is the warranty period? _____

8. How long does it take you to rehab a 3,000 square foot building (exterior only)?

10. Do you have working capital to start a improvement job of \$26,900.00? Yes_____ No_____

11. How do you finance your work? _____

12. If this application is approved, how do you plan on financing these public projects?

13. If you intend on using interim financing from a lending institution to finance these public projects, please provide a commitment letter from your lending institution or other financial resources.

F. CURRENT SUBCONTRACTOR LIST USED BY YOUR COMPANY:

	TRADE	SUBCONTRACTOR NAME	ADDRESS	PHONE NO.
1	FOUNDATION			
2	ENGINEER			
3	PLUMBER			
4	TERMITE CONTROL			
5	FRAMER			
6	ROOFER			
7	ELECTRICIAN			
8	HAVC			
9	DRYWALL			
10	TAPE & FLOAT			
11	PAINTER			
12	FLOORING			
13	PLASTIC LAMINATE			
14	INSULATION			
15	CERAMIC			
16	MASON			
17	LANDSCAPE			
18	LABOR <u>DESCRIBE:</u>			
19	OTHER <u>DESCRIBE:</u>			

G. EXPERIENCE WITH PUBLIC AGENCIES:

1. Have you participated or worked with similar federally-funded construction programs with other entities, i.e., San Antonio Housing Authority (SAHA), San Antonio Development Agency (SADA), other non-profit organizations, etc.? Yes _____ No _____

If yes, please complete the following information:

(a) Agency Name _____ Phone No. _____

Address _____ City, State, and Zip _____

Type of Work _____

Contract Amount \$ _____ Units Completed _____ Date: _____

(b) Agency Name _____ Phone No. _____

Address _____ City, State, and Zip _____

Type of Work _____

Contract Amount \$ _____ Units Completed _____ Date: _____

(c) Agency Name _____ Phone No. _____

Address _____ City, State, and Zip _____

Type of Work _____

Contract Amount \$ _____ Units Completed _____ Date: _____

(d) Agency Name _____ Phone No. _____

Address _____ City, State, and Zip _____

Type of Work _____

Contract Amount \$ _____ Units Completed _____ Date: _____

H. CURRENT CONTRACT AGREEMENTS:

Presently, do you have any contracts under construction? Yes _____ No _____

If yes, provide the following information:

Project Address	Contract Amount	Client's Name	Client's Phone No.	Construction Start and Expected Completion
1				
2				
3				
4				

I. INSURANCE REQUIREMENTS (See Attachment A): If your application is approved, you will be required to provide proof of insurance as outlined in Attachment A.

J. **EXPERIENCE: REHABILITATION AND/OR RECONSTRUCTION WORK DURING THE PAST YEAR:**

1. Name _____ Phone No. _____

Address _____ City, State, Zip _____

Type of Work _____

Contract Amount \$ _____ Completed _____

2. Name _____ Phone No. _____

Address _____ City, State, Zip _____

Type of Work _____

Contract Amount \$ _____ Completed _____

3. Name _____ Phone No. _____

Address _____ City, State, Zip _____

Type of Work _____

Contract Amount \$ _____ Completed _____

4. Name _____ Phone No. _____

Address _____ City, State, Zip _____

Type of Work _____

Contract Amount \$ _____ Completed _____

Contract Amount \$ _____ Completed _____

K. **REQUIRED DOCUMENTS:**

1. The following documents must accompany this General Contractor before this application is accepted and processed.

- Copy of Current Picture I.D. (Texas Driver's License) of Owners.
- Copy of Current General Contractor's License.
- Copy of commitment letter from financial resource if applicable.
- Copy of Current Certificate of Liability Insurance to include General Liability & Workers compensation and employers' Liability.
- Current Complete Tax Returns for Business or Owners.

L. PENALTY FOR FALSE OR FRAUDULENT STATEMENT:

USC Title 18, Sec. 1001, states: “Whomever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statement or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.”

The undersigned certifies that all information provided in this CONTRACTOR INFORMATION APPLICATION, and all information in support of said form, is true and complete to the best of the undersigned’s knowledge and belief. Further, the undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of San Antonio, Department of Planning & Community Development, in verification of the recitals comprising this statement of contractor’s qualifications.

SIGNED this _____ day of _____, 2016.

Signature

Print Name

Title: _____

**STATE OF TEXAS §
 §
COUNTY OF BEXAR §**

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledges to me that the answers to the foregoing questions and all statements therein contained are true and correct.

GIVEN UNDER my hand and seal of office this _____ day of _____, 2016.

NOTARY PUBLIC, STATE OF TEXAS

Please Return Completed Application to:

Irma Iris Duran
Operation Facelift Program Manager
Department of Planning & Community Development
1400 S. Flores, San Antonio, Texas 78204

For Questions, please contact Irma.duran@sanantonio.gov

EXHIBIT “A”

INSURANCE REQUIREMENTS

Prior to the commencement of the Project or any other work under this Agreement, BORROWER shall furnish an original completed Certificate(s) of Insurance or the City’s Standard Certificate of Insurance form to the City’s Department of Planning and Community Development and City’s Risk Management Division, and shall be clearly labeled with Agreement name, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon. The original certificate(s) of form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement or under any of the other Loan Documents until such certificate(s) shall have been delivered to the City’s Department of Planning and Community Development and the City’s Risk Management Office, and no officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review the insurance requirements of this section during the effective period of this Agreement and of the other Loan Documents, including the term of the Note, and any extension of renewal thereof and to modify insurance coverage and their limits when deemed necessary and prudent by the City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding the Project, this Agreement or any of the other Loan Documents, but in no instance will the City allow modification whereupon the City may incur increased risk.

A Borrower’s financial integrity is of interest to the City; therefore, subject to Borrower’s right to maintain reasonable deductibles in such amounts as are first approved in writing by the City, BORROWER shall obtain and maintain in full force and effect for the duration of this Agreement and the other Loan Documents, and any extension thereof, at Borrower’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation ** Employers' Liability **	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations *b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability *f. Explosion, collapse, underground g. Broad form property damage, to include fire legal liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
4. Professional Liability (Claims Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.
*5. Payment/Performance Bond	\$125,000.00
*6. Builder's Risk	\$125,000.00
*7. Pollution of Fuel Storage Tank	\$125,000.00
*8. Environmental	\$125,000.00
* If Applicable ** Alternate Plans Must Be Approved by Risk Management	

11. BORROWER must provide to City proof of continuous and renewed professional liability insurance having been obtained by all professional persons performing work or services in connection with the Project, such insurance policy having an extended discovery period of two (2) years, with such insurance policy being maintained in the same manner as set forth herein.

12. Upon completion of construction of the Project, BORROWER must carry insurance to the extent of 80% of A.C.V., fire and extended coverage policy.

13. BORROWER must provide insurance in the manner set forth herein protecting City with a standard mortgage clause naming City as loss payee for a sum equal at least to Borrower's indebtedness to City.

BORROWER shall contractually require all third party contractors associated with the Project to obtain the foregoing types of insurance, in the amounts and in the manner as specified herein.

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except

where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the City, BORROWER shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

BORROWER agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name City and its officers, employees, volunteers and elected representatives as additional insured as with respect to operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation (and professional liability, if required) policies;
- Borrower's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under this agreement with the City or under any of the other Loan Documents; and
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of City.

BORROWER shall notify the City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or twenty (20) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

Director
Department of Planning & Community Development
1400 S. Flores Street
San Antonio, Texas 78204-1617

And

City of San Antonio
Risk Management Division
P.O. Box 839966
San Antonio, Texas 78283-3966

If BORROWER fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under any of the Loan Documents; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of BORROWER to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Borrower's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to (a) withdraw from the Project, (b) withhold any and all Loan monies until BORROWER demonstrates compliance with the requirements hereof, (c) declare a default under the Note and/or (d) terminate any and all Loan Documents.

Nothing herein contained shall be construed as limiting in any way the extent to which BORROWER may be held responsible for payments of damages to persons or property resulting from Borrower's or its subcontractors' performance of the work covered hereunder or under any of the other Loan Documents.