



**COUNTY OF EL PASO**  
County Purchasing Department  
800 E. Overland, Suite 300  
El Paso, Texas 79901  
(915) 546-2048  
(915) 546-8180 Fax

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### **Notice to Interested Parties**

Sealed bids will be received at the County Purchasing Department, 800 E. Overland, Suite 300, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, June 29, 2011** to be opened at the County Purchasing Office the same date for **Reconstruction of Nine (9) Homes.**

A pre-bid conference will be held on Tuesday, June 14, 2011 at 10:00 a.m. in the Purchasing Conference Room located at 800 East Overland, Room 300, El Paso, Texas 79901.

**Bids must be in a sealed envelope and marked:**  
**"Bid to be opened June 29, 2011**  
**Reconstruction of Nine (9) Homes**  
**Bid #11-025"**

**Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, June 21, 2011, at 12:00 p.m. Questions can be faxed to (915)-546-8180.**

Said contract shall be let to the lowest responsible bidder, and the **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND WAIVE TECHNICALITIES.** Only bids that conform to specifications will be considered. Faxed bids will not be accepted. Successful bidder shall not order items or services until a Purchase Order is received from the County Purchasing Office. Payment will not be made on items delivered without a Purchase Order. Contract will be awarded by lump sum or line item, whichever is in the best interest of the County.

In order to remain active on the El Paso County Vendor list, each vendor receiving this bid must respond in some form. Vendors submitting a bid must meet or exceed all specifications herein. Vendors submitting a no bid must submit their reason in writing to the El Paso County Purchasing Department.

If the bid totals more than \$100,000.00, the bidder shall furnish a certified cashier's check made payable to the order of El Paso County or a good and sufficient bid bond in the amount of 5% of the total contract price, executed with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.

**PITI VASQUEZ**  
County Purchasing Agent

## BIDDING SCHEDULE

To: El Paso County, Texas

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this bid, I hereby represent and warrant to El Paso County that I have read and understood the Bid Documents and the Contract Documents and this bid is made in accordance with the Bid Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

<b>Description – Bid #11-025</b> <b>Reconstruction of Nine (9) Homes</b> Vendor must meet or exceed specifications
<b>TOTAL COST</b>
\$
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit one (1) original copy and two (2) copies of your bid.</b>

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Federal Tax Identification No.

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

\_\_\_\_\_  
CIQ Document Number

\_\_\_\_\_  
CIQ Sent Date

\_\_\_\_\_  
Representative Name & Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax Number

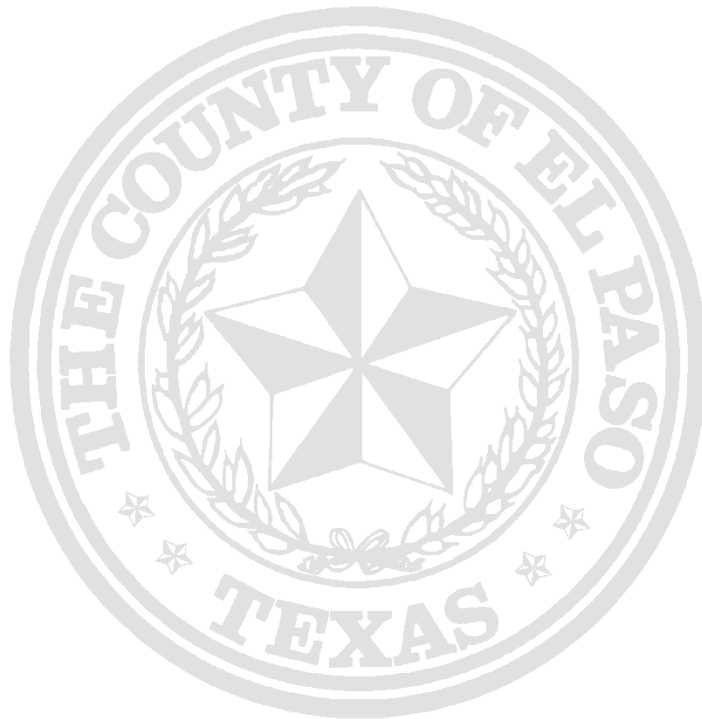
\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Signature

**\*\*\*THIS MUST BE THE FIRST PAGE ON ALL BIDS\*\*\***

# **Reconstruction of Nine (9) Homes**

**Bid #11-025**



**Opening Date**  
**Wednesday, June 29, 2011**

# EL PASO COUNTY SELF HELP CENTER HOUSING RE-CONSTRUCTION PROGRAM

## GENERAL CONDITIONS

### BACKGROUND

This program is a Self Help Center Program activity mandated by the State of Texas to improve substandard housing for the colonia residents in El Paso County. The primary objective of the program is to provide decent, safe and sanitary housing for eligible residents by constructing standard, single family owner-occupied dwelling units in compliance with the International Residential Code (**IRC**) and the Colonia Housing Standards (**CHS**).

The funding for this program is from a grant from the Texas Department of Housing and Community Affairs. They are federal Community Development Block Grant (CDBG) funds and thus subject to all applicable federal regulations governing Equal Opportunity and Civil Rights Acts.

The El Paso County Commissioners Court will be accepting bids for the **design and construction** of approximately nine (9) homes in the colonias of Agua Dulce Subdivision Units 1-5, Lakeway Estates Subdivision Units 1-3, Horizon City Subdivision Units 90, 91, 94, Horizon View Estates Subdivision Units 17, 20, 21-22 and El Paso Hills Subdivision Units 1-4.

### GENERAL INFORMATION

1. Contractor must comply with all applicable federal, state and local laws and regulations; must have adequate general liability and vehicle insurance and may not be on a local, state or federal Consolidated List of Debarred, Suspended and Ineligible Contractors and Grantees.
2. Contractor is expected to commence substantial work within ten (10) calendar days from the date of the Notice to Proceed. Failure to start substantial work within the stated time period will result in the contract being terminated without additional cause. (**NO** work shall begin until the Notice to Proceed has been issued.)
3. Every attempt will be made to facilitate the construction of all the houses within the same time frame. However, the houses will have to be constructed in phases. The contractor must be willing to phase construction. See **Phasing Instructions** below.
4. Units selected for bidding shall be grouped separately. While bidding each individual housing unit, the combined cost for the entire group shall be taken into consideration in awarding contracts.
5. A performance and payment bond will be required for this project. Bidders must have the staff, equipment, financial and technical resources needed to effectively perform all required activities.
6. Quoted prices shall be the delivered price at any work site and may not include separate packaging, handling, and shipping and/or delivery charges.
7. Bids submitted must be honored for sixty (60) calendar days from deadline date.

8. A contract pursuant to this solicitation, if awarded, shall be based on evaluation of price, past performance and experience, financial and technical resources and compliance with all legal and other bidder requirements.
9. Contractor shall coordinate closely with the homeowner as to which possessions are considered “junk and debris” and which are valuable before disposing of them.
10. Contractor shall instruct the homeowner in the care and use of all installed equipment and appliances. Owner’s manuals and warranty booklets are to be provided to the homeowner for all applicable equipment, appliances, and materials.
11. Contractor is responsible for following all building codes and shall obtain and pay for all building, plumbing, electrical, septic tank, and other permits, if applicable, for the specified work.
12. Bidders must have at least five years’ full-time experience in construction of dwelling units.
13. Bidders are encourage to familiarize themselves with the program’s Housing Re-Construction Guidelines in Attachment C.

**Potential disqualification factors**

Unsatisfactory past performance of a particular Contractor on projects of similar scope and complexity. References WILL be contacted and verified.

Unwillingness of Contractor to phase construction. Contractor needs to be able to start individual housing units on a case-by-case basis.

Bid packages, which are incomplete, lack required documentation, are not signed and dated, or are illegible will be considered non-responsive and will be rejected.

**Phasing Instructions**

This bid calls for reconstruction of (9) nine homes. Because of programmatic thresholds, the construction must be phased to meet all required thresholds. The Contractor will be expected to complete (3) three homes per phase for a total of (3) three phases.

The first phase will begin (10) ten calendar days from the Notice to Proceed. Each phase must be completed in 90 days (or an average of 30 days per home). The next phase begins immediately following successful completion of the first phase and so on.

**Payment**

Contractor must submit a project draw (request for reimbursement) at the completion of **each** home. Payment request will be processed once the home has passed inspection.

## Construction Specifications

### **General Building Specifications**

The units are to be constructed in compliance with the following specifications:

- International Residential Code for One Family & Two-Family Dwellings – Latest edition in use
- Texas Minimum Construction Specifications
- International Building Codes – Latest edition in use
- International Energy Conservation Code – Latest edition in use
- National Electric Code - Latest edition in use
- National Plumbing Code – Latest edition in use
- Colonia Housing Standards – Attachment B

The latest edition of the International One- & Two-Family Dwelling Code shall be an integral part of this project. The contractor is required to obtain a copy of all code books and become familiar with its contents. Copies can be obtained from various sources, including the Southern Building Code Congress International in Austin, Texas.

Whenever and wherever these specifications, drawings, addendum, change orders, or other written instructions or additions are in conflict, then the conflicting instruction is subservient to the applicable code. Comply with the requirements of the most definitive desideratum of the Codes.

In the event of conflicting requirements with locally adopted and enforced building codes and ordinances, the contractor will comply with the more stringent requirements.

The Texas Residential Construction Commission Rules regarding statutory Warranties and performance standards are herewith included in the construction Contract by reference, and as though reprinted herein in their entirety.

All reconstructed and newly constructed housing units must comply with the universal design features, established by §2306.514 Texas Government Code, energy standard as verified by a RESCHECK certification, and the International Residential Code (IRC) as required by subchapter G, chapter 214, local Government Code. Where a conflict arises in the codes, the higher standard will prevail.

#### **Accessibility of Structures Built Under the Program**

Any newly constructed single family home that is constructed using CDBG Colonia Self Help Center funds must meet the following specific accessibility requirements pursuant to the §2306.514 Texas Government Code:

1. At least one entrance door whether located a the front side, or back of the building is on an accessible route served by a ramp or no-step entrances and has at least a standard 36 inch door:
2. On the first floor of the building each interior door is at least a standard 32 inch door, unless the door provides access only to a closet of less than 15 square feet in area;
3. Each hallway has a width of least 36 inches and is level with ramped or beveled hangs at each door threshold;
4. Each bathroom wall is reinforced for potential installation of grab bars;
5. Each electrical panel or breaker box, light switch, or thermostat is not higher than 48 inches above the floor,
6. Each electrical plug or other receptacle is at least 15 inches above the floor, and
7. Each breaker box is located inside the building on the first floor.
8. Other reasonable accessibility improvements are allowable as needed and authorized by the homeowner, TDHCA, and the County of El Paso.

Other applicable requirements as specified in the Texas Minimum Construction Standards.

### **Section 3 Plan**

In order to foster local economic development, neighborhood economic improvement and individual self-sufficiency, the follow plan will be placed into action:

- Solicitations for bidders will be sent to minority owned and Historically Underrepresented Businesses.
- Any contractors hired to work on the CDBG Colonia Self Help Center Program construction projects are encouraged to recruit in the local low-income neighborhoods and public housing developments (this may be done via flyers, posting signs, placing ads, and/or contacting resident organizations, local community development organizations, or employment agencies to find potential new hires, as needed). Existing employees will not be terminated in order to hire Section 3 employees.
- Contractors will provide administrator with a list of Section 3 hires at the end of each project.



## SCOPE OF WORK

### DESIGN

Successful bidder will design and submit complete detailed house plans for the one floor plan using the preliminary design attached (Attachment A). The detailed house plan must consist of the following:

**Floor plans** - detailed floor plan at 1/4" scale with a window and door schedule.

**Foundation Plan** – detailed plans on the type of foundation as required by the IRC and Texas Minimum Construction Specifications.

**Electrical Plan** - this sheet must show the locations of all lights, receptacles, switches, etc. as well as a roof layout.

**Plumbing Plan**-this sheet will show the location of fixtures, pipes, and valves.

**HVAC Plan** – this sheet must include ductwork locations, exhaust fans, air outlets and inlets.

**Exterior Elevations** – detailed plans to include complete front, sides and rear views, as well as any special exterior details.

**Interior Elevations**- of cabinets, cabinet details, columns and walls with unique conditions.

Successful bidder will be required to submit their plans for approval by the Texas Department of Housing and Community Affairs. Plans may not be implemented without prior TDHCA approval.

The complete house plan for the preliminary design requested must be ready for TDHCA approval within (10) ten days of contract award.

\$ \_\_\_\_\_

### DEMOLITION

Contractor shall remove and dispose of existing structure. In the case of the existence of a mobile home, contractor shall remove the existing mobile home, dismantle it for scrap, and dispose of it properly. At no time will Contractor be allowed to keep, store or otherwise sell or lease such mobile home. Contractor will be required to present proof of dismantling and proper disposal of mobile home.

\$ \_\_\_\_\_

**SITE AND GRADING:**

Provide a geotechnical soils report.

Good quality, clean fill will be required to provide proper drainage. Final grade around new dwelling must be adequate to comply with on-site ponding. Repair all disturbed areas with top soil and irrigate to mitigate dust pollution. Also include costs associated with items such as fill dirt, ditching, digging of ponds, etc. that may be needed to achieve adequate drainage.

**It will be the Contractors responsibility to develop a grading plan and provide a comprehensive bid.**

\$ \_\_\_\_\_

**FOUNDATION**

Footings shall be 3000 psi concrete mix with welded wire fabric. Footings shall be dug down to virgin soil and must be a minimum of 18" below finish grade.

\$ \_\_\_\_\_

**EXTERIOR EGRESS**

Provide code compliant no-step entry per Colonia Housing Standards.

\$ \_\_\_\_\_

**EXTERIOR WALLS**

Wood framing to be 2 X 4 studs

Sheathing-7/16 OSB

Insulation-R19 Fan-fold rigid insulation

Stucco; Exterior paint color to be selected by homeowner from standard color palette

Soffit to be 12 inch vented white vinyl set in a vinyl F-channel

Fascia to be 2x6

\$ \_\_\_\_\_

**FLOORING**

Front entrance foyer, kitchen, living/dining room combo, utility room, hallways, and baths to be 13 X 13 ceramic tile.

Other rooms to be mid-grade nylon carpet with padding, FHA certified. All flooring to be selected by homeowner from standard color palette. Contractor to provide samples.

\$ \_\_\_\_\_

**PARTITION FRAMING**

2 X 4 stud grade

\$ \_\_\_\_\_

**CEILING FRAMING**

2 X 8 #2 or better

\$ \_\_\_\_\_

**ROOF FRAMING**

2 X 6 #2 or better.

**ROOFING**

Nail over ridge vent

Sheathing 7/16" OSB

30 year asphalt shingles. Color to be selected by homeowner from standard color palette. Contractor to provide samples for selection.

15# felt paper; Aluminum drip edge

\$ \_\_\_\_\_

**INTERIOR WALLS**

1/2" gypsum board drywall; standard 3 coat finish

\$ \_\_\_\_\_

**PAINT**

Walls: two coats white, off-white or beige latex; prime and paint; homeowner must select from these options ONLY.

Doors and trim: 2 coats white latex; prime and paint

\$ \_\_\_\_\_

**INTERIOR DOORS AND TRIM**

Doors to be 2'-8" X 7'-0" X 1 3/4"; standard wood molding trim

\$ \_\_\_\_\_

**WINDOWS**

Energy Star double hung, double glazed vinyl with screens. Fill in all gaps around windows with low expansion foam insulation.

\$ \_\_\_\_\_

**ENTRANCES AND EXTERIOR**

Entrance and exterior doors must be Energy Star 36" pre-hung. At least one entrance, whether front or side door, must comply with CHS provision of no-step entrance.

All entrance doors to have keyed-alike single-cylinder deadbolts and locksets. For entrance doors without glass, install peephole/s at client specified height.

\$ \_\_\_\_\_

**CABINETS AND TRIM**

Flatpanel mid-level veneered particleboard cabinets; Formica/laminate counter tops in kitchen and bathroom; all rooms to have standard base molding

Cabinet, counter top and vanity colors to be selected by homeowner from standard color palette provided by Contractor.

\$ \_\_\_\_\_

**CLOSETS**

Standard closets with adequate shelve space for the square footage.

\$ \_\_\_\_\_

**HEATING AND COOLING**

**Heating**

Energy Star central heating forced air system. To include all vents, vent covers, returns, ducts, electrical and plumbing connections as per code.

Controls shall be a programmable thermostat. All ductwork shall be sealed with mastic sealant. Ductwork in unconditioned areas shall be insulated. All connections of vents and registers shall be sealed where they meet the floor, wall and ceiling.

**Cooling**

Cooling unit must be an evaporative cooling system.

\$ \_\_\_\_\_

**PLUMBING**

**Bathroom**

Standard shower with garden tub. Provide Energy Star showerhead fixture. Energy Star single lever faucet in bathroom sink; toilet must be 1.6 America Standard or equivalent.

**Kitchen**

Double bowl stainless steel kitchen sink; Energy Star single lever faucets.

**Water Heater**

40 gallon Energy Star gas water heater.

**Washing Machine**

Install washing machine hook ups; 110 volt

**Miscellaneous plumbing**

Install (2) outside frost-proof anti-siphon hose bibs; PVC drains to hook up to existing septic tank and make connection; modify existing residential waterline connection or install code approved waterlines and make connection (inspection may be required by the appropriate Municipal Water District. It is the Contractor’s responsibility to determine which water district has jurisdiction over the project areas).

\$ \_\_\_\_\_

**VENTILATION**

**Bathroom**

Energy Star 55 CCF Bath ceiling fan/light combination vented to exterior with rigid or flex metal ductwork to soffit exhaust hood with vent screen, or rooftop mounted exhaust cap kit.

**Kitchen**

Energy Star exterior vented range hood/light combination

\$ \_\_\_\_\_

**ELECTRIC**

100 amp circuit breaker panel

Dryer outlet-220 volt

Receptacles and switches to be located per CHS/handicap standards

Energy Star rated fan/lights

All lights to be Compact Fluorescent Lights (CFLs)

(1) Cable outlets; (1) telephone outlets

1 Smoke detector per code

(2) Outside waterproof outlets/ must be GFCI protected

All outlets in the kitchen for countertop use must be GFCI protected; any bathroom outlet within 6’ of a sink must be GFCI protected.

All work to meet current National Electric Code (N.E.C.)

\$ \_\_\_\_\_

**INSULATION**

Ceiling R-26, glass fiber batts; Wall 3 ½” R-19 glass fiber batts

\$ \_\_\_\_\_

**HARDWARE**

Kwikset locks or equal

\$ \_\_\_\_\_

**SPECIAL EQUIPMENT**

(1) One Energy Star 16.6 CF Refrigerator (White)

(1) One Energy Star 30" Gas Range (White)

\$ \_\_\_\_\_

**BATH ACCESSORIES**

Towel bars; toilet paper holders

\$ \_\_\_\_\_

**FEES**

Water tap fees. It is the Contractor's responsibility to determine which Municipal Water District has jurisdiction over the project area.

\$ \_\_\_\_\_

**SURVEYS**

Conduct and submit a survey of the pre-existing property with structure(s) and a survey of the property with the new structure as completed.

\$ \_\_\_\_\_

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Subtotal \$ \_\_\_\_\_

Total for 9 homes \$ \_\_\_\_\_

(Amount in Words) \$ \_\_\_\_\_

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

## Contractor Profile

All questions must be answered and the date given must be clear and comprehensive. If necessary, add separate sheets for items marked with an \*.

1. Name of Contractor:
2. Permanent main office address:  
Local office address:  
  - a. Office Phone #: Cell #:
  - Email Address:
3. Year organized:
4. Year incorporated: Federal Tax Id Number or SSN:
5. How many years have you been engaged in the contracting business under your present form name?
6. Number of employees and annual gross revenue of company:  
Employees:                      Annual Gross Revenue: \$
7. \*Contracts currently awarded or active: (List these, showing gross amount of each contract and the approximate anticipated dates of completion.)

Name of Project	Gross Amount	Approximate completion
	\$	
	\$	
	\$	
	\$	
	\$	

8. \*General description of work performed by your company:
9. \*Have you ever failed to complete any work awarded to you?    Yes     No   
     If yes, please explain:
10. \*Have you ever defaulted on a contract?    Yes     No   
     If yes, please explain:



11. \*List the most relevant type of projects recently completed (last 2 years) by your company, stating approximate cost for each, and the month and year completed.

Name of Project	Approximate Cost	Month/Year Completed
	\$	
	\$	
	\$	
	\$	
	\$	

12. \*Experience in construction work similar to this project:

13. Furnish current Registration(s) and/or Licenses(s) held by company (include as attachment)

14. Identify Principals/Partners in Firm (submit a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

15. Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

16. Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian American (Male)     
 Public-Held Corporation     
 Government Agency     
 Non-Profit Organization

\_\_\_\_\_% \_\_\_\_\_% \_\_\_\_\_% \_\_\_\_\_%  
Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned\* \_\_\_\_\_%  
 African American \_\_\_\_\_%  
 \*\*Native American \_\_\_\_\_%  
 Hispanic American \_\_\_\_\_%  
 Asian/Pacific American \_\_\_\_\_%  
 Asian/Indian American \_\_\_\_\_%

Woman-Owned (MBE) \_\_\_\_\_%  
 Woman-Owned (Caucasian) \_\_\_\_\_%  
 Disabled Veteran \_\_\_\_\_%  
 Other (Specify): \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

**(17) Worker's Compensation Insurance**

Carrier: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**(18) General Liability Insurance Carrier: \_\_\_\_\_**

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**(19) Professional Liability Insurance Carrier: \_\_\_\_\_**

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**(20) Debarred Statement:** Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas?

Yes  No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

**(21) Disclosure Statement:** Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner, Officer, or employee of the County of El Paso? Yes  No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

**(22) Non-Collusive Affidavit:** The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any

advantage against the County of El Paso or any person interested in the proposed contract; and that all statements in said proposal are true.

(23) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the County of El Paso discovers that any information entered herein is false, that shall entitle the County of El Paso to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
**Signature**                      **Date**                      **Printed Name**                      **Company**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
**Community Development Block Grant (CDBG)**  
**Colonia Self Help Center Program**

<b>Contractor Bid Certification</b>	
<b>Sub-recipient:</b> El Paso County	<b>Contract Number:</b> 710013
<b>Building Contractor Name:</b>	
<b>Building Contractor Address:</b>	<b>Phone:</b>

1. I understand that I am bidding on a construction contract funded with federal dollars and administered by the Texas Department of Housing and Community Affairs (TDHCA). I understand that debarment by either the State of Texas or the federal government will make me ineligible.

2. I understand that all work must be completed in accordance with CDBG Program requirements and, as applicable:

- International Residential Code (IRC) – new construction and reconstruction
- Colonia Housing Standards
- All local building codes, standards, and specifications

3. I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the construction work for which I am bidding. I also understand that compliance with applicable minimum construction codes, standards, and specifications will be considered part of my contract in the event that my bid is accepted by the above-referenced Subrecipient. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded construction contracts.

4. I understand that I must provide a one-year warranty on all work performed and that failure to complete warranty work in a timely manner may result in my debarment from future federally funded construction contracts.

5. I understand that at least ten percent (10%) of project construction funds will be retained for thirty (30) days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 10% retainage.

\_\_\_\_\_  
 Signature of Building Contractor

\_\_\_\_\_  
 Date

## **Special Conditions Construction Requirements & Payment Process**

These Special Conditions have priority over all other conditions and requirements of the Contract Documents.

### 1. Time of Completion

A. The number of workdays shall be set out in the Contract. The number of workdays shall be counted as consecutive calendar days (Saturdays, Sundays & holidays inclusive). Unless indicated otherwise, the number of workdays shall commence on the effective date of the Notice to Proceed. In the absence thereof, the effective date shall be the earlier of either Date that foundation forms are first set or the date upon which the plumbing Rough-In begins.

**B. The Contract has no provisions for time extension(s) due to weather. However, upon the approval of the Project Administrator, additional days may be awarded on a case by case basis.**

C. Upon completion of the work and acceptance by the Project Administrator and the homeowner, the Certificate of Final Inspection and Verification is issued and the Warranty Period begins.

D. Thirty (30) days after the issuance of the Final Inspection and Verification of all contractual conditions, retainage will be released to the Contractor unless the Project Administrator determines that the retainage should not be released (such as Liquidated Damages and/or Back charges).

### 2. Materials and Site:

All work comprised in these projects is new materials in new construction. There is no repair work. Others shall prepare each project site. Each site shall be clean to ground line; however, there may be existing pipe and/or footings in the ground which the Contractor shall be responsible for removing (only to the extent required by new construction); such removals shall be included in the Contract amount.

### 3. Homeowner Relationships and Preferences:

The Contractor must recognize the special needs and concerns of the low-income, elderly and disabled clients and must ensure that all clients are at all times treated respectfully and courteously. Contractor and/or staff must conduct themselves in a professional manner at all times.

Contractor shall provide samples as required for selection of materials as cited in the individual specifications and provide reasonable time for Owner to make selections.

### 4. Payment for Work:

One payment will be made for each housing unit when per-unit construction reaches 100% completion with a 5% retainage held until approval of final application for payment.

The 5% retainage is released to the contractor thirty days after the Certificate of Final Inspection. The withholding of retainage is at the discretion of the Project Administrator.

5. Utility Usage:

The homeowner shall be responsible for maintaining payments of utilities during the construction period.

6. Insurance & Workers Compensation Insurance:

**Accident & Accidental Death Insurance policies issued by underwriters is not acceptable in lieu of Statutory Workers Compensation Policies.**

Workers Compensation Insurance is required on every person employed on the project(s), except as hereinafter indicated. The Contractor is required to assure that each Subcontractor complies with the statutory requirements, failing thereof, shall assume all risks associated therewith. Workers Compensation Insurance is not required on State funded projects when:

- a. The employee is an Owner or Partner having 25% interest in the firm;
- b. The employee is a corporate officer;
- c. There is no hired help;
- d. There is an executed written contract, acceptable for legal filing, between the Employer and any Contract Labor. The Contract must stipulate an agreed amount, not an hourly rate.
- e. There is no "Waiver" form.
- f. Proof and documentation of the above conditions must be made available for inspection, examination and review to the Project Administrator or to any agent of the State upon demand. In no instance shall examination, approval, or failure to examine or approve any of the above conditions, relieve the Contractor (or employer as applicable) from Statutory requirements.

7. Change Orders:

Requests for change orders and substitutions are discouraged but may be considered, on an urgent case by case basis provided the quality of the finished product is not compromised. The homeowner, the County of El Paso and TDHCA must approve Change Orders in writing prior to starting work. Change Orders are NOT to be expected except in instances requiring:

- Unforeseen site conditions necessitating additional site preparation
- Installation of handicap accessibility improvements
- Installation of septic systems where a septic tank has been deemed unsuitable by the jurisdiction's health authority. (Written proof will be required).

8. Regulatory Agencies, etc.:

Comply with all rules, regulations and fees of regulatory agencies and similar entities having authority over the various portions of the work. Included are: Texas Residential Construction Commission, Building Codes; OSHA; TCEQ; EPA; ADA; Asbestos; Department of Health; etc.

9. Safety of the Workplace:  
Safety is the sole responsibility of the Contractor. The Contractor is responsible for any job-related illness or injury to workers and shall indemnify and hold harmless the Contract Administrator being a City, County and/or Non-Profit, its consultants, agents, the project staff, and the owner of home and their family in the event an on-the-job illness or injury occurs.
  
10. Texas Minimum Construction Specifications and Code:  
The Texas Minimum Construction Specifications are included in the Contract Documents. Where there is question as to its meaning or application, contact the Project Administrator for clarification. Claims for "Extras" shall not be allowed unless properly processed and approved as written Change Orders pursuant with the requirements of the Contract Documents.  
The year 2000 Edition of the International One & Two-Family Dwelling Code shall be an integral part of the Contract Documents for the project(s). Contractor is required to obtain a copy of this Code and become familiar with its contents. Copies can be obtained from various sources, including the Southern Building Code Congress International in Austin, Texas.
  
11. Contract Agreement:  
The conditions included in the Contract Agreement shall be included in these Special Conditions as though reprinted in their entirety herewith.
  
12. Accessibility Standards for Construction:  
The construction of handicapped accessible Baths and Kitchens, if applicable, shall comply with the requirements of the "Fair Housing Accessibility Guidelines" as published in the Federal Register, Volume 56, No. 33, pages 9497 through 9514 (and included in this Project Manual). Contractor shall be responsible for compliance with these rules.
  
13. Job Site:  
The Contractor shall use the site and its facilities only for the construction called for. The electrical, sanitary waste, water, and gas systems shall be used only for construction purposes and during the construction phase only. Contractor shall not enter adjacent properties without prior permission of those property owners. Contractor shall be liable for making all arrangements for such entry and for repairing fences and any property damage caused by his operations.

The Contractor shall obtain and display at the job site all permits and inspection tags as required by the County if required.

The Contractor shall have portable toilet facilities available for employee and subcontractor use at the job site.



Contractor shall maintain the site free from waste materials, debris and rubbish. Contractor shall execute final cleaning including, but not limited to sweeping, dusting, windows and the like, prior to final inspection.

14. Scheduling and Liquidated Damages

The Contractor shall adhere to designated Start Work and Completion Schedules. The construction period shall commence on the effective date indicated in the "Notice to Proceed".

Construction period will be a maximum of ninety (90) calendar days for each 3-house reconstruction phase awarded for a total of three phases (9 total homes), except as approved by the Project Administration in writing. Maximum period for all three phases (9 homes) will be two hundred seventy days (270).

Liquidated damages in the amount of \$75.00 per day per uncompleted project shall be charged from the end of the construction period until final completion is reached per project.

15. Workmanship and Warranty:

All work shall be done with skilled craftsmen and accomplished with care.

Contractor will provide minimum one-year warranty on all materials and workmanship. Contractor will use all new materials. Additional warranty period can be authorized by the Project Administrator if determined necessary due to circumstances including but not limited to unconventional construction technique or unconventional material.

16. Other Requirements and Interpretations:

The Contractor must retain all work and cost records for a minimum period of five (5) years after payment has been made and all other pending matters are closed. This requirement is to assure fair settlement of disputes or complaints that may arise, as well as to fulfill federal audit requirements.

The reconstruction work is federally funded. Any known or suspected incident of fraud or program abuse involving the Contractor or the Contractor's staff will be reported to the appropriate local, state or federal investigative body or official.

18. Assignment:

Contractor shall not assign this Contract.

19. Venue

Venue for any legal litigation shall reside in the County of the location of the project.

20. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

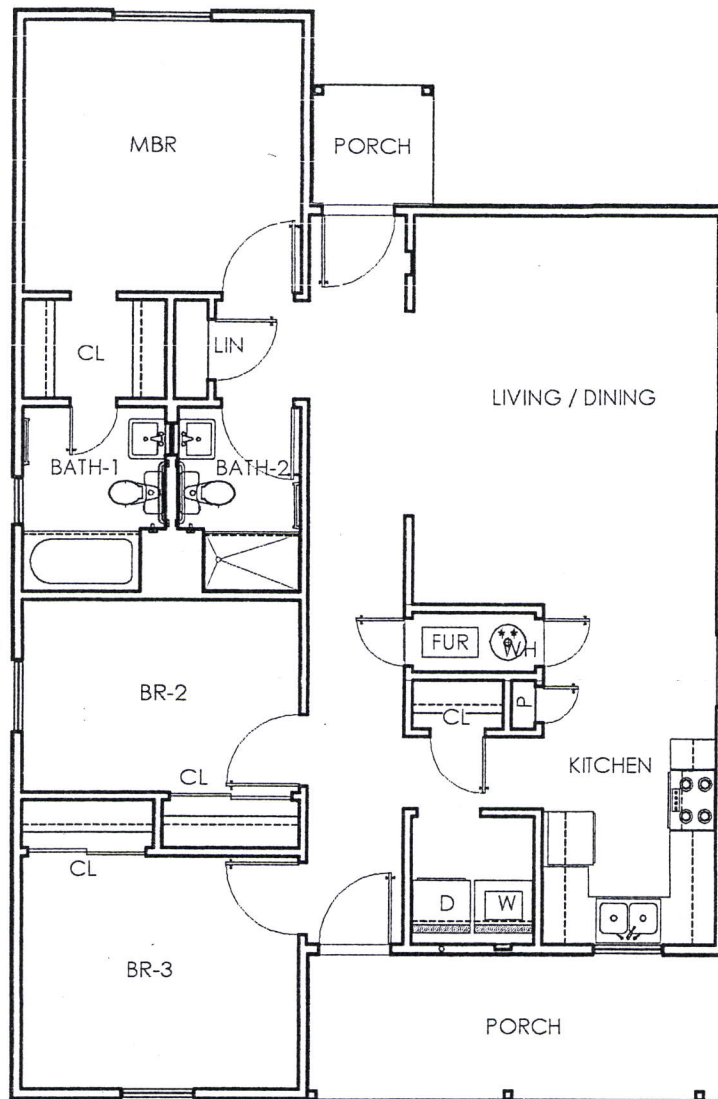
The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.



# PRELIMINARY FLOOR PLAN

BUILDING AREA: 1,095.0 SQ.FT.

SCALE: 1/8"=1'-0"

DRAWN BY :  
Manuel Lopez

DATE:  
MAY 22, 2000

SHEET:  
1 of 1



EL PASO COLLABORATIVE  
DESIGN CENTER  
1350 LOMALAND, SUITE 538  
EL PASO, TEXAS 79935  
(915) 629-6730 or 629-8703

Site Search:

GO

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## Colonia Housing Standards (CHS)

In June of 1996, the Department successfully obtained a waiver from HUD allowing the use of a new set of housing standards for Texas colonias. This new set of minimum standards, known as the "Colonia Housing Standards" or "CHS", was adopted by HUD and FHA, to insure loans in the colonias. The new standards provide as a basis, safe, sanitary and structurally sound housing needed to alleviate the existing health risks in the area.

### Site and Neighborhood

The site and neighborhood shall not be subject to serious adverse environmental conditions such as:

- flooding
- open sewer hazards and septic tank back-ups
- accumulation of trash or refuse.

### Access

The dwelling unit shall have direct access for the occupants:

- accessible from public roadways
- operable doors and windows with serviceable locks.

### Structure and Materials

Structure and materials must be such that the dwelling is structurally sound and does not pose a threat to the health and safety of the occupants:

- structure shall be free from any serious defects such as leaning, buckling, or tripping hazards
- roof shall be firm and weather tight
- in the case of a manufactured home, the home must be permanently anchored to the site to prevent movement.

### Lead-Based Paint

All structures shall be inspected for defective paint surfaces in units constructed prior to 1978 which are occupied by families with children under seven (7) years of age. Identified defective painted surfaces in such structures built before 1978 shall have abatement measures applied when:

- the painted surfaces have cracking, peeling, scaling, chipping, or loose paint
- when a family occupying the unit includes a child under the age of seven (7) years with confirmed concentration of lead in whole blood of 25 ug/dl (micrograms of lead per deciliter of whole blood) or higher
- each unit shall meet the requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822.



## Water Supply

- the water supply shall be free from contamination
- the water heater shall not be located in a bathroom, bedroom, or clothes closet
- potable water shall be supplied to all kitchens and bathrooms.

## Interior Air Quality

The interior air quality shall be free of pollutants in the air:

- free from carbon monoxide, sewer gas, and fuel gas
- bathrooms shall have at least one operable window or other adequate exhaust ventilation
- all windows shall have screens to cover each window opening.

## Electrical

Each room shall have natural or artificial lighting to permit normal indoor activities:

living and sleeping rooms shall have at least one window

- a ceiling or wall type light fixture shall be present and working in the bathroom and kitchen;
- at least two (2) electrical outlets shall be present in the living area, kitchen, and bedrooms
- all rehabilitation or new construction will comply with the National Electric Code which includes the installation of Ground Fault Interruption Circuits (GFIC) in the kitchen and bathroom.

## Thermal Environment

The dwelling unit shall have and be capable of maintaining a healthy thermal environment:

- the unit will be energy efficient
- the unit will have operable windows to provide cross ventilation
- room heaters that burn natural gas, heating oil, kerosene, or other flammable fuels shall be vented to the exterior of the unit.

## Sanitary Facilities

The dwelling unit shall contain its own sanitary facilities which will be in proper working condition, which can be used in privacy, and which are adequate for personal cleanliness and the disposal of human waste:

- a sink, bathtub and/or shower, and flush toilet shall be a room separate from the other parts of the unit
- the unit's sanitary facilities shall be connected to an approved sewer or septic system.

## Security

The dwelling unit shall be secure:

- all exterior doors and windows shall be secured with operable locks
- at a minimum, there shall be one UL approved, battery operated or hardwired smoke detector on each level of the unit.

## **Food Preparation**

The dwelling unit shall contain space and equipment in the proper operating condition to prepare and serve food in a sanitary manner:

- each unit shall contain a range and a sink
- each kitchen sink shall have running water
- the sink shall drain into an approved public or private sewer or septic system.



**EL PASO COUNTY SELF HELP CENTER  
HOUSING REHABILITATION/RECONSTRUCTION/NEW CONSTRUCTION  
PROGRAM GUIDELINES**

**I. PURPOSE**

El Paso County receives Texas Community Development block Grant Program (TXCDBG) funds administered by the Texas Department of Housing and Community Affairs to provide housing reconstruction/new construction services for low to moderate income (LMI) residents and their family who reside in the targeted colonia areas. The purpose of this housing reconstruction/new construction program is to improve substandard living conditions and enhance the quality of life for El Paso County's colonia residents.

This program operates in accordance with all applicable rules and regulations required by the Texas Department of Housing and Community Affairs. El Paso County Commissioners Court designates the Director of Family and Community Services or his/her representative (Director) to administer this program. The Director of Family and Community Services or her representative will be assisted by Self Help Center staff.

The Director of Family and Community Services or her representative can be contacted at:

El Paso County Administrative Offices  
800 E. Overland, Ste. 208  
El Paso, Texas 79901  
(915) 834-8201  
[rneill@epcounty.com](mailto:rneill@epcounty.com)

El Paso County Self Help Center  
Martha Arciniaga, Housing Coordinator  
15371 Kentwood  
El Paso, Texas 79928  
[marciniaga@epcounty.com](mailto:marciniaga@epcounty.com)

**II. PROGRAM OBJECTIVES**

The following objectives guide the implementation and administration of the housing assistance program.

- a. The primary objective of the Housing Assistance Program (HAP) is to provide decent, safe, and sanitary housing for eligible LMI residents by the reconstruction or new construction of substandard, single family, owner-occupied dwelling units in compliance with the International Residential Code (IRC) and the Colonia Housing Standards (CHS).
- b. The Director with assistance from the Housing Coordinator and SHC staff will administer the Housing Assistance Program to include program eligibility, verifying, reviewing, and developing the scope of work, cost estimates and bidding documents.
- c. The HAP operates in accordance with all the applicable rules and regulations of El Paso County, the Department of Housing and Urban Development, and the Texas Department of Housing and Community Affairs (TDHCA). El Paso County Commissioners Court approves all program components.

**III. APPLICANT ELIGIBILITY REQUIREMENTS**

The following are the requirements to determine eligibility for assistance. Eligibility does not assure funding, since there may be more eligible applicants than available funds.

**a. Income Eligibility**

The total household income cannot exceed 80% of the area’s median income at the time of assistance. The Department of Housing and Urban Development (HUD) establishes the area median income limits annually for the El Paso County area.

El Paso County, Texas 2010 Income Limits

	1	2	3	4	5	6	7	8	
<b>El Paso County</b>	<b>30</b>	<b>9800</b>	<b>11200</b>	<b>12600</b>	<b>13950</b>	<b>15100</b>	<b>16200</b>	<b>17300</b>	<b>18450</b>
	<b>40</b>	<b>13040</b>	<b>14880</b>	<b>16760</b>	<b>18600</b>	<b>20120</b>	<b>21600</b>	<b>23080</b>	<b>24560</b>
	<b>50</b>	<b>16300</b>	<b>18600</b>	<b>20950</b>	<b>23250</b>	<b>25150</b>	<b>27000</b>	<b>28850</b>	<b>30700</b>
	<b>60</b>	<b>19560</b>	<b>22320</b>	<b>25140</b>	<b>27900</b>	<b>30180</b>	<b>32400</b>	<b>34620</b>	<b>36840</b>
	<b>80</b>	<b>26050</b>	<b>29800</b>	<b>33500</b>	<b>37200</b>	<b>40200</b>	<b>43200</b>	<b>46150</b>	<b>49150</b>

**b. Proof of Ownership**

The applicant must be an individual or family who owns and occupies a single-family residential unit as their primary residence within the target area. Staff documents ownership as follows:

- Possess a valid deed to the property;
- Possess a life estate;
- Maintain a 99-year leasehold interest in the property; or

**c. Length of Ownership**

The property to be reconstructed-not feasible for rehabilitation-must have been owned and occupied by the applicant and/or family members for at **least two years** prior to the date of the application.

**d. Property Taxes**

Applicant must furnish evidence such as a current property tax statement with a date within thirty (30) days of the time of application date that verifies that all property taxes assessed on the property for reconstruction/new construction are current or the property owner qualified for and received a tax deferral as allowed under Section 33.06 of the Texas Property Tax Code. An established payment plan with regular payments is acceptable, if back taxes are owed.

**e. Proof of Residency**

Applicant must furnish evidence that they are current residents of the State of Texas by providing a valid Texas Driver’s License or a valid Texas Identification Card. No other forms of identification will be accepted. Additionally, applicant will be required to furnish evidence such as a recent utility bill that verifies that they are the inhabitants of the proposed assisted home.

**f. Insurance**

A hazard insurance policy will be purchased with program funds and effective for a period of one (1) year upon completion of construction project. Assisted homeowners will be encouraged to obtain fire and casualty insurance for their residence for the remaining years of the forgivable loan. If the property is located in a flood hazard area, flood insurance must be in effect for the duration of the assistance term.



**IV. PROPERTY ELIGIBILITY****a. Unit Characteristics**

- i. Only single-family owner-occupied units will be eligible for housing assistance. A family is defined as a householder and one or more other persons living in the same household who are members of his/her family and occupy this unit as their primary residence. An individual living alone is also eligible.
- ii. Due to a recent rule by TDHCA, no mobile homes will be eligible for rehabilitation. Mobile/ Manufactured homes will only be considered for reconstruction. Applicants that reside in dilapidated and uninhabitable mobile homes will be candidates for reconstruction. Units eligible for reconstruction must agree to the demolition or removal of the current dilapidated unit within 6 months of completion of construction as a condition of assistance. In no case will a homeowner be allowed to refuse the removal or demolition whether partially or completely of the old unit.
- iii. A unit used for commercial purposes is not eligible for assistance.
- iv. TDHCA must approve all reconstruction, new construction, and mobile home replacements.
- v. All reconstruction, new construction and mobile home replacements must meet only the current needs of the approved applicant.

**b. Location**

Units must be inside the target areas of Agua Dulce Unit's 1-5/Horizon 90, 91 and 94, El Paso Hills Units 1-4, Lakeway Estates Units 1-3, Horizon View Estates Units 17, 20, 21 and 22.

**c. Inspection**

- i. A preliminary inspection using the Colonia Housing Standards Inspection Report will be done to determine the condition of the unit and to prepare a list of the code deficiencies. This assessment will help provide a general estimate of the reconstruction or new construction cost. The estimate determines if the reconstruction/new construction fits within the limits of the HAP. For new construction projects, a final inspection will be done upon completion of construction.
- ii. A qualified inspector will perform all required inspections. Required inspections include:
  1. Reconstruction – Initial and Final (2 total inspections)
  2. New Construction –Final inspection (1 total inspections)

Homeowners will receive a copy of all inspection reports.

**d. Multiple Dwellings**

In no case will a property with multiple dwellings on the same lot be eligible for participation in the HAP. All properties must comply with the El Paso County Model Subdivision Regulations and the State Model Subdivision Regulations.

**V. CONDITION REQUIREMENTS**

Completed reconstructed or newly constructed units must comply minimally with International Residential Code (IRC) for new construction and reconstruction. All reconstructions and new constructions must meet accessibility requirements pursuant to §2306.514 of the Texas Local Government Code. All reconstructions and/or new

constructions must comply with Section 31 of the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with Community Development Block Grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions with the 24 C.F.R. 33 (HUD lead-based paint regulation).

- a. Unsuitable for Rehabilitation is a residential unit that has major structural conditions from inadequate original construction or has failing foundation, floor, wall, ceiling, roof, and exterior systems.
- b. System failures or violations in electrical, plumbing, doors, windows, and other building components may also be taken into consideration. A determination will be made if more than 50 percent of the house must be demolished in order to comply with the IRC and the CHS. Using these standards as a guide along with the inspection report, El Paso County Self Help Center staff will determine if they are eligible for new construction or reconstruction.

#### **VI. RECONSTRUCTION/NEW CONSTRUCTION PROVISIONS**

- a. Assistance will not be used for luxury items, including but not limited to garage door openers, security systems, swimming pools, hot tubs, fences, rock walls, television satellite dishes, sky lights and other items as determined by the SHC staff.
- b. Cook stoves, refrigerators, and other necessary appliances are eligible items, but considered when they are not present or the repair is not cost effective. Consideration of these items is on a case-by-case basis.
- c. The Contractor, at his/her expense, secures required insurance, bonds, and building permits included as part of the bid costs as applicable.

#### **VII. SUPPLEMENTAL RECONSTRUCITON/NEW CONSTRUCTION PROVISIONS**

- a. All debris, abandoned vehicles, and derelict buildings must be removed from the property prior to the start of construction. The owners shall remove whatever they are physically able to remove. Owners agree, by executing a Housing Assistance Agreement, that this clean up will be the sole responsibility of the owners themselves.
- b. The builder must have on staff or be able to subcontract a licensed electrical inspector, a licensed plumber and a licensed HVAC technician.
- c. All homes must be equipped with UL approved smoke detectors installed in conformance with the one and two family dwelling code.
- d. Homes inhabited by handicapped or elderly persons must be analyzed as to the special physical needs of such persons. Reconstruction/new construction must follow the accessibility requirements pursuant to §2306.514 of the Texas Local Government Code.

#### **VIII. MAXIMUM CEILING OF HOUSING ASSISTANCE**

The cost of reconstructing or constructing a single housing unit will not exceed the maximum amount allowed under these guidelines. The average cost of construction of a single housing unit will be up to \$85,000. The County must request and receive approval from the respective funding agency to exceed these assistance ceilings.

#### **IX. HOUSING ASSISTANCE**

##### **a. Type of Assistance**

The housing assistance program is a zero-interest, deferred payment grant. The length of deferral will coincide with the assisted homeowner's length of time remaining on their mortgage/property loan note, if

applicable. In the case where assisted homeowner's have paid off their property, the terms will be in the form of a five-year deferred payment, zero interest grant. An amortization table will be provided. The assisted homeowner must agree to the terms of the promissory note and deed of trust to ensure that all program guidelines and procedures are followed. The promissory note and deed of trust will secure the grant.

The deed of trust will be filed with the office of the County Clerk. The assisted homeowner must provide a subordinate mortgage lien against the property to the Housing Assistance Program in the amount stipulated on the related promissory note. The note is initially valued at the amount of the grant assistance. The program forgives a percentage of the note each year that the assisted homeowner retains ownership, resides in the home, and complies with all the conditions of the note and deed of trust. For example, the program forgives 20% of the note annually on a five-year amortization.

**b. Repayment of the Note**

If the assisted homeowner occupies the home until the term of the note expiration, the owner pays nothing and there are no conditions on the disposition of the property. If the property is sold, leased or rented, transferred or vacated by the assisted homeowner for any single period that exceeds thirty (30) days during the five-year forgivable grant period, the repayment terms of the promissory note and subordinate mortgage lien are enforced except in those cases addressed in paragraph IX, Section C below. If the assisted homeowner for any reason ceases to reside in the assisted unit during the El Paso County Self Help Center contract period, only LMI persons may reoccupy the unit until the contract is administratively closed by the respective funding agency or the grant contract period expires, whichever is earlier.

**c. Accelerated Forgiveness in Certain Cases**

In the event of (1) the death, (2) relocation to a managed care facility, or (3) relocation resulting from documented mental or physical incapacitation of the sole remaining assisted homeowner identified in the application or if for any reason the homeowner vacates the unit for any single period that exceeds thirty days, the Administering Locality may forgive, as evidenced by commissioners court action, any remaining loan balance.

Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefitting low to moderate-income persons was met. The national objective will be considered met only when the county commissioners court determines that a low to moderate income person has occupied the rehabilitated or reconstructed home a sufficient time to meet the national objective.

**d. Relocation Assistance**

Relocation assistance is not provided as part of participation in the Housing Assistance Program. Participation by the assisted homeowners is **voluntary**. Owners agree, by executing a Housing Assistance Agreement, that participation in this program is voluntary and relocation activities, if applicable, will be the sole responsibility of the owners themselves.

**X. CONFLICT OF INTEREST**

- a. Conflict of interest regulations contained in the TXCDBG contract between the El Paso County and the Agency prohibit local elected officials, Administering Locality employees, and consultants who exercise functions with respect to grant program activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, from receiving any benefit from the grant program activity either for themselves or for those with whom they have family or business ties, during the tenure of contract and for one year thereafter.



the need for any additional application periods based upon the number of applications received or if funds have not been encumbered.

- ii. All eligible reconstruction/new construction applications will be reviewed and approved by the Housing Assistance Committee (See section XII below) using the approved evaluation and scoring criteria as described herein. Applicants who clearly do not qualify will be informed in writing that they do not meet the baseline eligibility criteria. A database of all eligible and ineligible applicants will be kept on file at the SHC.
- iii. All applicants must provide a Certificate of Compliance with Plat Requirements from the County Road and Bridge Department in order to be considered for rehabilitation. Applicant is responsible for all fees and requirements associated with acquiring certificate of compliance.

**d. Income and Asset Limits**

- i. The GROSS Annual income (before any deductions) of households to be benefited must not exceed HUD's current Maximum Income Limits.
- ii. All income will be verified from independent source documentation such as pay check stubs, letter from employer, benefit letter from the Social Security Administration, or valid income tax returns. Income will be verified for all members of household.
- iii. HUD's definition of annual income is the GROSS amount of income before deductions of all adult members anticipated for the coming 12 month period.
- iv. In no case will an applicant with "zero income" be eligible for this Housing Assistance Program.

**e. CHANGE ORDERS AND COST OVERRUNS**

Change orders are generally discourage unless absolutely unavoidable. They can cover any sort of revision to the contract, including: adjustments in the method by which a task is to be completed; adjustments to the specifications in the work write-up; change in scheduling; additional activities; or deleted activities. Any modification to the scope of work must be addressed by a change order. The total of a change order cannot exceed 25% of the original contract amount. All change orders must be requested in writing to TDHCA. TDHCA will determine if the change order is necessary. If approved by TDHCA, it will become an addendum to the contract and it will be specific with respect to additional/reduced work approved to be performed, cost and the schedule. The assisted homeowner, the contractor, the program director and TDHCA must approve all change orders. In the event TDHCA denies a change order request or the change order is excessive in cost, El Paso County Self Help Center will look for alternative funding sources but may request that the homeowner cover the cost that exceeds the original contract amount.

**XII. SELECTION OF APPLICANTS, WORK WRITE-UPS AND CONTRACTING PROCESS**

- a. A Housing Assistance Committee (HAC) will be established comprised of a representative from the County Auditor's Office, the General Assistance Department and the Road and Bridge Department. Upon verification of the applicant's eligibility, the Housing Assistance Committee will rate applications according to the priority scoring criteria as herein established. All applications are ranked against each other to establish the order of priority.
- b. After ranking the applications, the HAC will make a formal recommendation to proceed with assistance or to deny assistance for each applicant. The SHC staff will then review the highest ranked applicants to determine the specific items needed to bring the property up to IRC and CHS. A written approval notification will be issued to each applicant based on the recommendations of the HAC.

- c. Once the candidates have been selected, a qualified contractor will conduct an initial property inspection of the selected properties to determine the specific items for repair or replacement to bring the units up to IRC and CHS. The contractor or designee will prepare a work write-up and estimate of costs for each assisted property. This work write-up will guide the bidding process.
- d. County procurement policies will determine selection of a contractor. The lowest responsive bidder will be recommended for the award.
- e. Upon contract award, Self Help Center staff will secure a Housing Assistance Agreement, promissory note, deed of trust and a mortgage lien on the property from the applicant, who will become an "assisted homeowner" from that time forward. Program staff will file the deed of trust and lien with the office of the County Clerk.
- f. A preconstruction conference between the assisted homeowner, contractor, and the Self Help Center staff will insure that all parties agree on the work to be completed. The pre-construction conference will consist of two parts: 1) Contract and procedural issues: dates of contract, terms of contract, payment schedules and procedures, lead base requirements, responsibilities of the contractor and the assisted homeowner, change order procedures, TDHCA draw form requirements, payment requests and procedures, role of Self Help Center staff, complaint and conflict resolutions procedures, and other programmatic duties. 2) A walk through of the property. All parties should understand how the work will proceed. Instructions will be given regarding clean up by the homeowner prior to the work, and the contractor after the work

**XIII. CONTRACTOR QUALIFICATIONS**

In order to be eligible to participate in the construction work financed under the Housing Assistance Program, contractors must meet the following minimum requirements:

- a. The contractor must not be a debarred, suspended or ineligible contractor according to U.S. General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs. Verification of contractor eligibility will be obtained prior to awarding any contract.
- b. The contractor must carry worker's compensation insurance, automobile liability insurance, and unemployment insurance as required by the State of Texas. Additionally, the contractor must carry general liability and property damage insurance for construction work done with the El Paso County Self Help Center in the amount of \$500,000. This insurance must be applicable to construction work done in El Paso County and must be in effect during the construction period.
- c. The contractor must be able to furnish a performance bond for the value of the work to be performed at the time of contract execution.
- d. Interested contractors may request placement on the bidder's list by submitting all required contractor certifications and insurances to the County Purchasing Department to be included in the bidder's invitation packages.
- e. The contractor will be considered a non-responsive bidder if his/her past performance on other rehabilitation, remodeling, or reconstruction projects were not acceptable.
- f. Bid proposals will be structured in such a manner that will require bidders to package their proposals per residential property. El Paso County Commissioner's Court will award the contract to the lowest responsive bidder.

**XIV. DEFERRED LOAN APPROVAL AND CONTRACTOR BID AWARD**

- a. A County Representative will review all eligible applications along with construction bids awarded for each property.
- b. The County Attorney's Office will prepare a Housing Assistance Agreement (HAA) with the applicant and the contractor specifying the deferred loan provisions, acceptance of all rules and regulations governing this program, work to be performed, relocation and mobile home removal conditions, the expectations of the contractor, the assisted homeowner and the County of El Paso, and any warranties to be provided.
- c. The County Judge will execute the HAA with the applicant and the contractor once the terms have been approved by Commissioners Court.

**XV. WORK INSPECTION AND FINAL PAYMENT**

Inspections serve three purposes: 1) to evaluate the contractor's progress; 2) to confirm that the agency's minimum codes or standards have been met; and 3) to confirm that all requirements of the contract have been met to each parties' satisfaction.

**a. Progress Inspections**

At a minimum construction contractor shall provide a weekly progress construction report as required by contract agreement with El Paso County.

- i. All forms of payments must include the latest progress report. Construction contractors may request payment for each completed phase of the project, i.e. roofing, plumbing, electrical, and framing. Contractor's payment requests will be accepted and paid in itemized phases.

- ii. A licensed electrician must perform all electrical work. Contractor must provide proof of electrical inspection by the County when required.
- iii. A licensed plumber must perform all plumbing work. Contractor must provide proof of plumbing inspection by the County when required.
- iv. All permits and fees are the responsibility of the contractor.
- v. Both the homeowner and the construction contractor shall sign the inspection forms as acknowledgement that the work was completed and meets approval of the homeowner and the contractor. If homeowner is not satisfied with any aspect of the work, the inspection form should not be signed until the contractor has corrected the faulty work.
- vi. Draw requests for all housing activities will only be reimbursed upon satisfactory completion of types of activities (i.e., all plumbing completed, entire roof is completed, etc.), consistent with the work write-up and subsequent construction contract.

**b. Final Inspections**

- i. The construction contractor will notify program staff when work is nearing completion so that staff may arrange for a progress inspection.
- ii. A final inspection by a licensed TREC inspector will be scheduled and conducted to ensure that the home is complete, that the home is safe, and that it meets, at a minimum, International Residential Code.
- iii. Program staff will ensure that the homeowner has received all warranties, inspection reports and instruction booklets for installed equipment and appliances if applicable.
- iv. During the initial inspection of the home, the family will be notified of the presence of lead-based paint anywhere in or on the structure. The family will be provided with a copy of Lead-Based Paint-A Threat to Your Children (a U.S. Department of Housing and Urban Development, Office of Lead-Based Paint Abatement and Poisoning Prevention handout.) The handout shall be provided in English and Spanish. The Head of Household is required to sign acknowledgement of receipt of this notice.
- v. After all items on the punch list are complete and all warranties issued, the project is complete. For purposes of accountability, the construction contractor must have written documentation that the assisted homeowner and the County Representative have accepted the work.
- vi. Items that were not included in the initial inspection, bid form or approved change order cannot be included in the final punch list.

**c. Warranties and Liens**

- i. When final inspections by both the Construction Contractor and the TREC licensed inspector are completed, program staff will obtain a "Final Bills Paid Affidavit by Contractor" TDHCA Form 16 and "Final Lien Waiver Affidavit" TDHCA Form 18 from the contractor. After receipt of these items, program staff can submit a request for funds to the County Auditors. The County Auditors Department will disburse the funds to the contractor.
- ii. El Paso County will retain 10% of the funds pending the final inspection. Following a satisfactory final inspection, the retainage payment will be submitted for processing.
- iii. If any problems are identified in the final inspection, program staff will notify the Construction Contractor to come back and correct the items within a reasonable amount of time. Should the contractor fail to do so, El Paso County will not disburse the retainage, the assisted homeowner



may take any necessary legal course, and the construction contractor will be barred from performing any more rehabilitation/reconstruction/new construction work for El Paso County. In addition, should the construction contractor be doing other work under this Housing Assistance Program and fails to correct any warranty problems, the County will make no further payments to him/her until such problems are corrected.

- iv. All work performed by the construction contractor will be guaranteed for a period of one (1) year. Such warranty will be stipulated in the Housing Assistance Agreement between the County, the contractor and the assisted homeowner. For a period of one (1) year, the assisted homeowner may require the contractor to correct defects or problems arising from the work performed under the contract. Should the contractor fail to correct any warranty covered items, the assisted homeowner may take necessary legal recourse as prescribed in the Housing Assistance Agreement. A reasonable amount of time will be given to correct the problem. This guarantee will not cover any work not included in the initial inspection by TREC, approved change orders or bid documents. In addition, it will not include expected reasonable wear and tear.
- v. Program staff will require the Construction Contractor release any lien prior to final payment.
- vi. El Paso County reserves the rights to withhold construction contractor's payment for any project under the Housing Assistance Program should contractor fail to correct any valid warranty problem. The County may exercise the right to withhold payments until the contractor honors the warranty.

#### **XVI. COMPLAINTS AND DISPUTES**

Any applicant wishing to appeal any construction-related disputes or submit a complaint with regard to the Housing Assistance Program shall have the right to do so as follows:

- A. The applicant submits a written description of the complaint to the Self Help Center staff.
- B. Upon receipt of written notice by any applicant, Program staff will notify and forward the complaint to the Director or the Commissioners Court's designee.
- C. Any decision rendered by the administration shall be made known in writing to the applicant within ten (10) working days of receipt of complaint.
- D. If mediation does not resolve the dispute between the parties, the assisted homeowner may choose to address the Commissioners Court.
- F. All matters such as work schedules, contractor access, signing payment draws, reporting a change in address and/or the vacating of assisted primary residence will be addressed as conditions of assistance in the Housing Assistance Agreement to mitigate any potential program disputes.

#### **XVII. FILES AND REPORTS**

El Paso County shall maintain accurate files and records on the program and each applicant for a period of three (3) years as required by the Texas Department of Housing and Community Affairs. Such files are open for inspection as to qualification, bids, and awards.

#### **XVIII. CHANGE WAIVERS, AND /OR CONFLICTS**

The Director of Family and community Services is authorized to make word changes and amendments to these guidelines, on a case-by-case basis, in order to address urgent, unforeseen issues that will facilitate or assist in carrying out the overall objective of the program. The County Commissioners Court has the right to change,

modify, or revoke all or any part of these guidelines. The County must inform TDHCA of such changes to make sure changes are not substantial to TDHCA requirements.

Approved by:

Date

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County Judge

# COUNTY OF EL PASO, TEXAS

## CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS\*

### Instructions for the certifications:

#### General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

## 1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

## 2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:  
(1) The dangers of drug abuse in the workplace;  
(2) The applicant's policy of maintaining a drug free workplace;  
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and  
(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

(1) Abide by the terms of the statement; and  
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such

convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

### 3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

### 4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\*All three (3) pages of this document must be included in all responses.

# COUNTY OF EL PASO PURCHASING DEPARTMENT

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MDR BUILDING, 800 EAST OVERLAND  
ROOM 300, EL PASO, TEXAS 79901  
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT  
JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
LINDA MENA, INVENTORY BID TECHNICIAN

## **BIDDING CONDITIONS**

This is the only approved instruction for use on your invitation to bid. Items below apply to and become a part of the terms and conditions of the bid.

1. BY SUBMITTING A BID, EACH BIDDER AGREES TO WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY OF EL PASO, AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH: THE DOCUMENTS, PROCEDURES, ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY BIDS; AND THE AWARD OF THE CONTRACT.
2. Bids must be in the Purchasing Department BEFORE the hour and date specified. Faxed bids will not be accepted.
3. Late bids properly identified will be returned to bidder unopened. Late bids will not be considered under any circumstances.
4. All bids are for new equipment or merchandise unless otherwise specified.
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver.
6. Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.
7. Bids must give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Person signing should show title or authority to bind his firm in a contract.
8. No substitutions or cancellations permitted without written approval of County Purchasing Agent.
9. The County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to the lowest responsible bidder. The County of El Paso reserves the right to award by item or by total bid. Prices should be itemized.
10. Bids \$100,000.00 and over, the bidder shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract prices and execute with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.
11. This is a quotation inquiry only and implies no obligation of the part of the County of El Paso.
12. The County of El Paso reserves the right to reject any proposal due to failure of performance on deliveries. The County Purchasing Agent will justify this.
13. Brand names are for descriptive purposes only, not restrictive.
14. The County of El Paso is an Equal Opportunity Employer.

15. Any proposal sent via express mail or overnight delivery service must have the proposal number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
  - a. A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
  - b. A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL BIDDER WHO IS AWARDED ANY CONTRACT IN EXCESS OF \$50,000 MAY BE REQUIRED TO EXECUTE A PERFORMANCE BOND TO THE COUNTY. SAID BOND SHALL BE IN THE FULL AMOUNT OF THE CONTRACT AND MUST BE FURNISHED WITHIN 30 DAYS AFTER THE DATE A PURCHASE ORDER IS ISSUED OR THE CONTRACT IS SIGNED AND PRIOR TO COMMENCEMENT OF THE ACTUAL WORK. ANY PERFORMANCE BOND REQUIRED PURSUANT TO THIS SECTION SHALL BE NOTED IN THE ATTACHED DETAILED BID SPECIFICATIONS OR SCOPE OF WORK. THIS SECTION DOES NOT APPLY TO A PERFORMANCE BOND REQUIRED BY CHAPTER 2253, TEXAS GOVERNMENT CODE.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

THE CONFLICT OF INTEREST QUESTIONNAIRE MUST BE FILED WITH THE COUNTY CLERK AND A COPY OR PROOF OF FILING MUST BE ATTACHED TO THE BIDDER'S RESPONSE SUBMITTED TO THE PURCHASING DEPARTMENT.

Bidders should be aware that this bidding condition is not intended to cover or to advise you about all situations in which Local Government Code Chapter 176 would require you to file a Form CIQ. You should consult your private attorney with regard to the application of this law and your compliance requirements. Failure to comply is punishable as a Class C misdemeanor.

**NOTICE:**

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE EL PASO COUNTY PURCHASING DEPARTMENT. **THE EL PASO COUNTY CODE OF ETHICS PROHIBITS ALL PRIVATE COMMUNICATION BETWEEN VENDORS AND CERTAIN COUNTY OFFICIALS AND EMPLOYEES AS DESCRIBED BELOW:**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the El Paso County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.



# Health Insurance Benefits Provided By Bidder

## Consideration of Health Insurance Benefits\*

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

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If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

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2. What percentage, if any, of your of your subcontractor's employees are currently enrolled in the health insurance benefits program?

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**El Paso County may consider provision of health insurance benefits as part of the overall "best value" determination.** Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
\* This page must be included in all responses.



**COUNTY OF EL PASO**  
County Purchasing Department  
800 East Overland, Suite 300  
El Paso, Texas 79901  
(915) 546-2048  
(915) 546-8180 Fax

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RE: Bid #11-025, Reconstruction of Nine (9) Homes

Dear Vendor:

As of January 1, 2006, the Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. A copy of the requirements regarding vendors is attached. Also attached is a copy of the Questionnaire which needs to be filed and was prepared and approved for statewide use by the Texas Ethics Commission.

In filing out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners Court:

County Officers: County Judge Veronica Escobar  
Commissioner Anna Perez  
Commissioner Sergio Lewis  
Commissioner Willie Gandara Jr.  
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Pete Gutierrez, Buyer II  
Linda Mena, Inventory Bid Technician  
Lucy Balderama, Inventory Bid Technician  
Irene Valenzuela, Community Development  
Manny Lucero, Road & Bridge

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7<sup>th</sup> business day after submitting an application, response to an RFP, RFQ or bid** or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

Bid # 10-025

**1** Name of person who has a business relationship with local governmental entity.

**2**

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

## COUNTY OF EL PASO PURCHASING DEPARTMENT

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PITI VASQUEZ, PURCHASING AGENT  
JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
LUCY BALDERAMA, INVENTORY BID TECHNICIAN

MDR BUILDING, 800 E. OVERLAND  
ROOM 300, EL PASO TEXAS 79901  
(915)546-2048, FAX (915)546-8180

### Instructions: Conflict of Interest Form (CIQ)

- **Please complete CIQ Form whether or not a conflict exists.**
- **Box #1 All Vendors** Must Print Clearly their names and company name.
- **Box #2** If the vendor has already filed a CIQ for the current year and is updating (filing a new one) due to changes on bid, please check box. If this is the first time within the current year that the vendor is submitting a CIQ, then do not check this box.
- **Box #3** If you are filing a disclosure of conflict of interest, meaning that you do have a relationship with someone listed on the page prior to the CIQ form on your BID, RFP, RFQ, or RFI, then you must print the name of the person whom you have a business relationship with.
- If you answer **yes** to any of the following: **Item A, B, C** you have a conflict and must disclose on this form.
- **Item D** List the type of relationship and what department in the local government the person you have listed in **Box #3**.
- **Box #4** Please have the person that is named on **Box# 1**, sign and date in this box. We request a contact number in case there are any questions or form is missing information. This is a courtesy to you.
- It is the vendor's responsibility to submit the CIQ document number provided by the County Clerk's to the Purchasing Department.
- Please note that the state law requires that the Questionnaire be filed with the COUNTY CLERK no later than the 7th business day after submitting an application, response to an RFP, RFQ, RFI or bid or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor.
- File a completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-543-3816 the attention of the County Clerks office.
- If filing by fax use your fax confirmation (date/time) for your records. To obtain a copy/CIQ document number go to our website at [www.epcounty.com](http://www.epcounty.com), click on public records, click on to Official Public Records - Deeds of Trust, Liens and other public documents (County Clerk), type in the name of your company, on Style: scroll to CIQ-Conflict INT. QUESTIONNAIRE, and click on Search. It will be available on the web-site approximately 5 to 10 business days. Please fax a copy of your fax confirmation (date/time) to The Purchasing Department at (915) 546-8180. If you have not yet placed it in your Bid, RFP, RFQ, RFI.
- If you have any questions, please call Linda Mena or Lucy Balderama at 915-546-2048.

**Tex. Local Gov't Code § 176.006 (2005)**

§ 176.006. Disclosure Requirements for Vendors and Other Persons; Questionnaire

(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the seventh business day after the date that the person:

(1) begins contract discussions or negotiations with the local governmental entity; or

(2) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

(b) The commission shall adopt a conflict of interest questionnaire for use under this section that requires disclosure of a person's affiliations or business relationships that might cause a conflict of interest with a local governmental entity.

(c) The questionnaire adopted under Subsection (b) must require, for the local governmental entity with respect to which the questionnaire is filed, that the person filing the questionnaire:

(1) describe each affiliation or business relationship the person has with each local government officer of the local governmental entity;

(2) identify each affiliation or business relationship described by Subdivision (1) with respect to which the local government officer receives, or is likely to receive, taxable income from the person filing the questionnaire;

(3) identify each affiliation or business relationship described by Subdivision (1) with respect to which the person filing the questionnaire receives, or is likely to receive, taxable income that:

(A) is received from, or at the direction of, a local government officer of the local governmental entity; and

(B) is not received from the local governmental entity;

(4) describe each affiliation or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:

(A) serves as an officer or director; or

(B) holds an ownership interest of 10 percent or more;

(5) describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to the expenditure of money;

(6) describe each affiliation or business relationship with a person who:

(A) is a local government officer; and

(B) appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire; and

(7) describe any other affiliation or business relationship that might cause a conflict of interest.

(d) A person described by Subsection (a) shall file an updated completed questionnaire with the

appropriate records administrator not later than:

- (1) September 1 of each year in which an activity described by Subsection (a) is pending; and
  - (2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
- (e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.
- (f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.
- (g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

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**Tex. Local Gov't Code § 176.001 (2005)**

§ 176.001. Definitions

In this chapter:

- (1) "Commission" means the Texas Ethics Commission.
- (2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.
- (3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.
- (4) "Local government officer" means:
  - (A) a member of the governing body of a local governmental entity; or
  - (B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.
- (5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

# COUNTY OF EL PASO, TEXAS

## Solicitation Check List

### Reconstruction of Nine (9) Homes Bid #11-025

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#### THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, June 29, 2011. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Bidding Schedule?

\_\_\_\_\_ Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?

\_\_\_\_\_ Did you sign the "Consideration of Insurance Benefits" form?

\_\_\_\_\_ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-543-3816

\_\_\_\_\_ **CIQ forms** - you must write the name of your company underneath the signature with your phone number and bid number. Please include the completed and signed form with your response whether a relationship exists or not.

If your bid totals more than \$100,000, did you include a bid bond?

Did you provide one original and two (2) copies of your response?

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