



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

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., Thursday, January 18, 2018** to be opened at the County Purchasing Office the same date for Rehabilitation of Five (5) Single Family Housing Units Located in the Colonias of Horizon View Estates and Agua Dulce.

**Bids must be in a sealed envelope and marked:
"Bid to be opened Thursday, January 18, 2018
Rehabilitation of Five (5) Single Family Housing Units Located
in the Colonias of Horizon View Estates and Agua Dulce
Bid #18-009"**

A 30 minute site visit to each of the five (5) homes will be held on **Thursday, January 4, 2018 at 1:30 p.m.** Interested bidders will meet at the Colonia Self Help Center located at 15371 Kentwood Ave El Paso, Texas 79928 (Office: 915-852-2656). **Immediately following the site visit a pre-bid conference will be held at the Colonia Self Help Center.**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@epcounty.com before 01/08/2018, at 12:00 p.m. Bid number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the bid as non-compliant.

Any changes in the specifications will be posted on the County website as an addendum. It shall be the bidder's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: www.epcounty.com; Bids and more.

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.

DEBRA CARREJO CPPO, CPPB
Purchasing Agent

El Paso County Code of Ethics Training Affidavit

(This form must be signed by an officer, principal, or individual authorized to bind the company under a contract with the County.)

IN COMPLIANCE WITH CHAPTER 161 OF THE TEXAS LOCAL GOVERNMENT CODE, ANY VENDOR INVOLVED IN A SINGLE PROCUREMENT EXCEEDING \$50,000 MUST COMPLETE THE ENCLOSED ETHICS TRAINING BEFORE SUBMITTING A BID OR BID WITH THE COUNTY OF EL PASO.

Purpose: The stability of democracy depends upon the continuing consent of the governed, which in turn depends upon the trust the electorate holds for its government. The Ethics Commission of the County of El Paso, Texas, in concert with elected county officials, as well as leaders of the various county departments, recognizes the need to maintain the public trust and confidence in the workings of county government and thus adopts this Code of Ethics.

What is a vendor:

Any person or their representative or employee whose goods and services are purchased under the terms of a purchase order or contractual agreement with the county; and any other persons doing business with the County.

Procurement: In advising upon, discussing, recommending, and/or granting any County purchases, bids or contracts, County public servants shall inform themselves about their financial interests, and shall make a reasonable effort to inform themselves about the financial interest of their family members.

County public servants shall excuse themselves from exercising influence, participating in, discussing, recommending, and/or granting of any County purchases, bids, or contracts if they or a family member have a substantial financial interest.

Private Communication: No member of the El Paso County Commissioners Court, County Elected Officials/Department Heads or the El Paso County Hospital District Board of Managers shall permit any vendor, its lobbyists, representative, or employee to communicate with him privately regarding any procurement of items by the County or the Hospital District from the date that the bid, RFP, or RFQ is authorized or released, whichever is first. No private communication regarding the purchase shall be permitted by a member of the Commissioners Court, a county elected official/department head, or

El Paso County Code of Ethics Training Affidavit (continued)

the hospital district board of managers until the procurement process is complete and a purchase order is granted or a contract is entered into.

Members of the Commissioners Court, county elected officials/department heads and the board of managers shall make a reasonable effort to inform themselves regarding procurements and shall have a duty to inquire of vendors, their lobbyists, representatives, or employees, the nature of the private communication being sought prior to engaging in any communication.

This prohibition against private communication with vendors, their lobbyists, representatives, or employees shall apply to commissioners court approval of hospital district purchases.

I _____ am an officer, principal, or individual
(Full Name)

authorized to bind the company, known as

(Company name)

By reading and signing this document, I confirm that I have been trained in the County of El Paso's Code of Ethics regarding Vendors. I understand that any contact by myself or any representative of the company with a County of El Paso official or county employee, other than those shown on the RFP or bid documents shall cause the bid or bid to be immediately disqualified from consideration of award.

Name _____

Title _____

Company Name _____

Address _____

Signature _____

Date _____



**EL PASO COUNTY PURCHASING DEPARTMENT
800 E. OVERLAND AVE., ROOM 300
EL PASO, TEXAS 79901
(915) 546-2048
FAX: (915) 546-8180**

Memorandum

To: All Vendors

Subject: County Purchasing New Vendor/Bid System & Online Vendor Registration

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The Purchasing Department has implemented its new bid processing vendor notification/registration system. The new system will allow vendors to register and maintain their vendor file real time without the intervention of the Purchasing Department. Vendors will maintain their address information and contact information; as well as the commodity information that the vendor wants to be considered for on County bid solicitations. Vendors will be given a choice of receiving hard copy bid notifications, or electronic notifications to the vendors designated email and/or cellular telephone text number. We hope that the changes will help our vendors receive their solicitations in a more effective and efficient manner that will benefit both the County and the vendor with more timely, accurate, competitive bids.

All vendors wishing to receive or continue to receive bid notifications must register in this new system at www.epcounty.com. /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact us at (915)546-2048.

EL PASO COUNTY SIGNATURE PAGE

<p>Bid # 18-009 Rehabilitation of Five (5) Single Family Housing Units Located in the Colonias of Horizon View Estates and Agua Dulce Vendor must meet or exceed specifications</p>
<p>Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and three (3) electronic versions of the complete bid (CD/DVD/Flashdrive) in Word/PDF Format. Electronic copies must reflect the original hard copy.</p>

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

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number (Applicable to Grant Funded Project)

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

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

**Rehabilitation of Five (5) Single
Family Housing Units Located in
the Colonias of Horizon View
Estates and Agua Dulce**

Bid # 18-009



**Opening Date
Thursday, January 18, 2018**



HOME REHABILITATION
County of El Paso Colonia Self Help Center Program
BID AND CONTRACT DOCUMENTS

- Project Overview
- Instructions to Bidders
- Equal Opportunity Guidelines for Construction Contractors A1001
- General Conditions
- Specifications
 - Bid Worksheet
 1. 638 Zinc Place, El Paso, Texas 79928; Blk 2 Horizon View Estates #17 Lot 25
 2. 605 Uranio Place, El Paso, Texas 79928; Blk 3 Horizon View Estates #17 Lot 12
 3. 810 Agua Pesada, El Paso, Texas 79928; Blk 12 Agua Dulce #2 Lot 29
 4. 813 Agua Clara Street, El Paso, Texas 79928; Lot 23 Blk 5 Agua Dulce
 5. 516 Agua de Brisa Court, El Paso, Texas 79928; Lot 26 Blk 9 Agua Dulce Unit Four
- County of El Paso Section 3 Plan
- Contractors Local Opportunity Plan
 - Proposed Contract's Breakdown
- Sample Construction Contract
- HUD Form 4010
- Contractor's Certification Regarding Civil Rights
- Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- Non-Collusion Affidavit of Prime Bidder
- Certification Regarding Lobbying
- Bonds (as applicable)
 - Bid Bond
 - Payment Bond
 - Performance Bond
- "Exhibit A" *Statement of Bidders Qualifications Form*
- "Exhibit B" *TDHCA Form 28-Building Contractor's Request for Payment*

TDHCA-CDBG El Paso County Colonia Self Help Center Program Contract #7214003



HOME REHABILITATION

County of El Paso Colonia Self Help Center Program

PROJECT OVERVIEW

The County of El Paso is accepting bids for the Rehabilitation of five (5) single family owner occupied single family housing units located in the colonias of Horizon View Estates and Agua Dulce.

The project consists primarily of furnishing all necessary material, equipment, permits, labor and incidentals as it applies and as required to rehabilitate specified owner occupied single family housing units located within the program's target area.

Program's Target Area: Agua Dulce Subdivision Units 1-5, Lakeway Estates Subdivision Units 1-3, Horizon View Estates Units 17, 20, 21-22, College Park Addition and Colonia del Paso.

This project is a County of El Paso Colonia Self Help Center Program activity and is created to improve substandard housing for Colonia residents in El Paso County. The primary objective is to prevent and eliminate blight and address existing conditions that might pose a serious and immediate threat to health or welfare of low income families.

Construction must be in compliance with the; Texas Minimum Construction Standards, International Residential Code (IRC), Texas Government Code 2306.514, Texas Government Code 2306.053, Texas Administrative Code, 2015 International Administrative Code, 2015 International Building Code, 2015 International Energy Conservation Code, 2017 National Electrical Code NFPA 70 (National Fire Protection Association), 2015 International Plumbing Code NFPA 54 (National Fire Protection Association), 2015 International Fuel Gas Code, 2015 International Mechanical Code, Air Conditioning Contractors of America (ACCA) NFPA 90A (National Fire Protection Association), and all other local and state building codes necessary to bring each home up to code.

The funding for this program is from a grant from the Texas Department of Housing and Community Affairs (TDHCA). The grant funds are federal Community Development Block Grant (CDBG) subject to all applicable federal regulations governing Equal Opportunity and Civil Rights Acts; to include all applicable state and federal regulations governing. Funding for this program is limited. Bidders are asked to provide a comprehensive Bid according to the specifications.

A contract pursuant to this solicitation, if awarded, is based on evaluation of price, past performance and experience, financial and technical resources and compliance with all legal and other bidder requirements.

TDHCA-CDBG El Paso County Colonia Self Help Center Program Contract #7214003



HOME REHABILITATION
County of El Paso Colonia Self Help Center Program

INSTRUCTIONS TO BIDDERS

Use of Separate Bid Forms

These bid documents include a complete set of bid and contract forms. Contract forms, are for the convenience of the bidders and are not to be detached, completed or executed.

Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for clarification shall be made as instructed by the County's Purchasing Department.

Pre-Bid Site Visit of Project Sites

A 30 minute site visit to each of the five (5) homes will be held on **Thursday, January 4, 2018 at 1:30 p.m.** Interested bidders will meet at the Colonia Self Help Center located at 15371 Kentwood Ave El Paso, Texas 79928 (Office: 915-852-2656). **Immediately following the site visit a pre-bid conference will be held at the Colonia Self Help Center.**

It is the responsibility of each bidder to visit the sites of the proposed work and should become acquainted with the existing conditions, the difficulties and restrictions pertaining to the performance of each project site. The bidder should thoroughly examine and become familiar with the specifications and all other bid documents. The bidder, if awarded and by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any bid documents or to visit the sites or the conditions existing at the sites. The County will be justified in rejecting any claim based on lack of inspection of the sites prior to the bid.

Alternate Bid Items

No alternate bids or bid items will be considered unless they are specifically requested by the specifications.

Bids

The County encourages the participation of all interested residential construction contractors:

- (a) A bidder may bid on all five (5) homes or on a lesser number of homes with a minimum of two (2) homes specified in the bid.
- (b) All bids must be submitted on the forms provided and are subject to all requirements.
- (c) All bids must be regular in every respect and no interlineations, excisions or special conditions may be made or included by the bidder.
- (d) Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, shall be submitted.
- (e) Bids submitted must be honored for sixty (60) calendar days from bid deadline date.
- (f) Bid will be awarded within sixty (60) days.
- (g) Bidders are encouraged to familiarize themselves with:
 - Texas Minimum Construction Standards
 - International Residential Code (IRC)
 - Texas Government Code 2306.514
 - Texas Government Code 2306.053
 - Texas Administrative Code

- 2015 International Administrative Code
- 2015 International Building Code
- 2015 International Energy Conservation Code
- 2017 National Electrical Code NFPA 70 (National Fire Protection Association)
- 2015 International Plumbing Code NFPA 54 (National Fire Protection Association)
- 2015 International Fuel Gas Code
- 2015 International Mechanical Code
- Air Conditioning Contractors of America (ACCA) NFPA 90A (National Fire Protection Association)
- and all other local and state building codes standards

Bid Bond

A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid (For contracts greater than \$100,000). A certified check or bank draft payable to the locality or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

The bid bond or its comparable will be returned to the bidder as soon as practical after the opening of the bids.

Performance Bond

The successful bidder will be required to obtain a Performance Bond for contract in excess of \$100,000 and in the amount of the contract. The Performance Bond must be filled within ten (10) days from the date of the Notice of Award.

Payment Bond

The successful bidder will be required to obtain a Payment Bond for contract in excess of \$25,000 and in the amount of the contract. The Payment Bond must be filled within ten (10) days from the date of the Notice of Award.

The failure of the successful bidder to supply the required bonds within ten (10) days from the date of the notice of award-or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

Statement of Bidders Qualifications

Each bidder shall submit Statement of Bidders Qualifications Form furnished for that purpose a statement of the bidder's qualifications "*Exhibit A*". The County shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the County all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the County that the bidder is qualified to carry out properly the terms of the contract.

Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

Wages and Salaries

The requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates does not apply to Home Rehabilitation of single family housing units scattered through and not within certain boundary enclosing areas of each other. It is therefore the responsibility of the bidder to inform themselves as to any state or local labor wage rate requirements and conditions.

Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements.

Certification Regarding Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a Federal contract, grant or any other award covered by 31 USC § 1352.

Relocation of Families

The assisted homeowners and their family will not be relocated. The families will remain on their property residing in their current home, while the home is being rehabilitated. The homeowners will be required to clear personal items, to include furniture, from areas to be rehabilitated. Homeowners will be required to sign a waiver of liability for damages or injuries should they intrude in the construction areas.

The need to relocate families will be based on a case by case basis and will be determined by the awarded bidder. This will be based on the location of the existing housing unit and construction requirements; such as set-backs and location of septic system.

Project Site

1. 638 Zinc Place, El Paso, Texas 79928; Blk 2 Horizon View Estates #17 Lot 25
2. 605 Uranio Place, El Paso, Texas 79928; Blk 3 Horizon View Estates #17 Lot 12
3. 810 Agua Pesada, El Paso, Texas 79928; Blk 12 Agua Dulce #2 Lot 29
4. 813 Agua Clara Street, El Paso, Texas 79928; Lot 23 Blk 5 Agua Dulce
5. 516 Agua de Brisa Court, El Paso, Texas 79928; Lot 26 Blk 9 Agua Dulce Unit Four

EQUAL OPPORTUNITY GUIDELINES FOR CONSTRUCTION CONTRACTORS

1. ***What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?***
For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. ***Are construction contractors required to ensure a legal working environment for all employees?***
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. ***To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?***
No, two or more women should be assigned to each site when possible.
4. ***Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?***
Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. ***Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?***
Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. ***What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?***
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.
7. ***What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?***
Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. ***Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?***
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
9. ***Are any in-service training programs provided for staff to update the EEO policy?***
At least annually a review of the EEO policy and the affirmative action obligations are required

of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

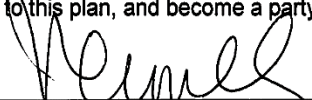
10. ***What recruitment efforts are made for Section 3 residents, minorities and women?***
The construction contractor must notify both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.
11. ***Are any measures taken to encourage promotions for minorities and women?***
Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.
12. ***What efforts are taken to insure that personnel policies are in accordance with the EEO policy?***
Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.
13. ***Can women be excluded from utilizing any facilities available to men?***
No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.
14. ***What efforts should be utilized to include minority and female contractors and suppliers?***
Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.
15. ***If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?***
No, the construction contractor is responsible for its own compliance.
16. ***Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?***
No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.
17. ***What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?***
The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

Section 3 Policy

In accordance with 12 U.S.C. 1701u the County of El Paso agrees to implement the following steps, which, to the greatest extent feasible, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Equal Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the County of El Paso, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



Veronica Escobar
County Judge

3-2-15
Date

SAMPLE CONSTRUCTION CONTRACT

THIS AGREEMENT made this the _____ day of _____, _____, by and between _____ (a corporation organized and existing under the laws of the State of _____) (a partnership consisting of _____) (an individual trading as _____) hereinafter called the “Contractor”, and _____ hereinafter called the “County.”

WITNESSETH, that the Contractor and the County for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, Home Rehabilitation for the _____ Texas Community Development Block Grant (TxCDBG) project, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, all as prepared by _____ acting and in these contract documents preparation.

Special Notes:

ARTICLE 2. The Contract Price. The County will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in _____ hereof.

Alternate Pricing Techniques: In the event the statutory provisions require the contract price to be a fixed sum, in the absence of an approved form, the following should be substituted for Article 2 above.

“**ARTICLE 2. The Contract Price.** The County will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of _____ Dollars (\$_____).”

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

- (a) This Agreement
- (b) Addenda (As applicable)
- (c) Invitation for Bids
- (d) Instructions to Bidders
- (e) Signed Copy of Bid to include all documents and exhibits
- (f) General Conditions
- (g) Specifications

ARTICLE 4. Performance. Work, in accordance with the Contract dated _____, _____, shall commence on or before _____, _____, and Contractor shall complete

the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, _____.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate original copies on the day and year first above written.

(The Contractor)

By _____ [Note 1]

Title _____

(County)

By _____

Title _____

Special Notes:

Note 4. Supply a description of the Contractor (e.g., proprietorship, partnership, and corporation).

Corporate Certifications

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Corporate Secretary)



HOME REHABILITATION
County of El Paso Colonia Self Help Center Program

GENERAL CONDITIONS

1. Contract and Contract Documents

- (a) The County of El Paso project to be constructed pursuant to this contract with assistance from the Texas Department of Housing and Community Affairs (TDHCA) through a Community Development Block Grant (TxCDBG) and is subject to all applicable Federal and State laws and regulations.
- (b) The Specifications, Instruction to Bidders, General Conditions, Addenda (If any) and signed copy of bid to include all documents and exhibits shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

2. Definitions

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

- (a) The term "Contract" means the Contract executed between the County of El Paso hereinafter called the "County" and (Name of Residential Construction Co.) hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Site" means the area within the specified Contract limits of the improvements contemplated to be constructed in whole or in part under this contract. Contract limits includes all five (5) homes, each contemplated to be rehabilitated.
- (c) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid to include all documents and exhibits, General Conditions, Special Conditions (If any) and Specifications.

3. Commencement of Projects

Pre-Construction Meeting and Notice to Proceed

- (a) A pre-construction meeting will be held within ten (10) days (Unless otherwise stipulated) of the notification of contract award; where the successful bidder must provide the County with;
 - 1. A list of subcontractors to include,
 - o Complete name of subcontractor's company
 - o Complete Name of Owner/Principal
 - o Complete company's address and phone number
 - 2. Certificates of Insurances from the issuing company showing current coverage

3. Bonds
 - o A Performance Bond, in the amount of the contract
 - o A Payment Bond, in the amount of the contract
4. Schedule of Values for each Project Site.

- (b) The failure for the successful bidder to execute the agreement and supply the required bonds shall constitute a default and the County may, at its option either award the contract to the next lowest responsible bidder or re-advertise for bids.
- (c) In either case, the County may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the County for a refund.
- (d) The successful bidder shall begin work within ten (10) days of the issuance of the Notice to Proceed with work to be completed within forty two (42) days (Unless otherwise stipulated).

4. Project Signage

It is required to have temporary signage when utilizing Community Development Block Grant Program funds; it will be the responsibility of the successful bidder to erect temporary signage during the commencement of each project site and shall remain there until the conclusion of the construction for each project site.

Project Sign Wording:

“This project is funded by the County of El Paso and by the Texas Department of Housing and Community Affairs-Office of Colonia initiatives, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the Texas Department of Agriculture through the United States Department of Housing and Urban Development Community Development Block Grant Program”.

5. Supervision by Contractor

- (a) The Contractor shall provide competent supervision of the work at all times during working hours and provide adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall be responsible for all work executed under the Contract.
- (c) The Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

6. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor is eligible to participate in federally funded contracts.
- (b) No proposed subcontractor shall be disapproved by the County except for cause.
- (c) The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the County.

7. **Fitting and Coordination of Work**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

Hours of Work

Work shall not begin prior to 7:00 a.m. nor shall it extend past 7:00 p.m.; Monday through Sunday, excluding holidays.

Inspections are to be scheduled during regular working hours 8:00 a.m. to 5:00 p.m.; Monday through Friday, excluding holidays.

Any request for changing the work hours or inspection hours shall be submitted to the County's Community Services Program Manager for consideration.

8. **Payments to Contractor**

In conditioned upon acceptable performance the County agrees to pay the Contractor in accordance with the Contract and the work to be performed and specified in the specifications.

(a) Partial Payments

- 1) The Contractor shall submit an invoice for partial payment. The invoice shall detail the amount of payment due, type of work completed, service date(s) for each residential property. The amount of the payment due to contractor shall be determined by adding to the total work completed to date, deducting of all previous payments and deducting ten percent (10%) of total amount that will be retained until final payment.
- 2) The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the Contract Documents.
- 3) Texas Department of Housing and Community Affairs Form 28-Building Contractor's Request for Payment "**Exhibit B**", with the section "Building Contractor's Certification and Request for Inspection and Payment" is to be completed, signed, dated and submitted along with each Project Site invoice.
- 4) The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the County. Such payments shall not constitute a waiver of the right of the County to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the County in all details.

(b) Final Payment

- 1) After 30 thirty days from the final inspection and the acceptance by the County of all work under the Contract, the Contractor shall prepare the invoice and Texas Department of Housing and Community Affairs Form 28-Building Contractor's Request for Payment "**Exhibit B**" and submit for final payment for each Project Site.
- 2) Payment shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed to be retained; as described above less all previous payments.
- 3) Before paying the final estimate, County shall require the Contractor to furnish releases or "Final Bill Affidavits" from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the

Contractor. The County may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

- 4) Any amount due the County under Liquidated Damages shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the County shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors (As it applies or if applicable).

(d) Withholding Payments

The County may withhold any payment due the Contractor as deemed necessary to protect the County, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the County and will not require the County to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any monies for their protection unless the County elects to do so. The failure or refusal of the County to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

(e) Request for payment

The Contractor shall submit requests for payment by submitting invoice(s) and the Texas Department of Housing and Community Affairs Form 28-Building Contractor's Request for Payment "**Exhibit B**" to:

Deliver the original Texas Department Form 28-Building Contractor's Request for Payment and copy of invoice to:

County of El Paso Community Services Department
Diana Marroquin
Program Manager
Colonia Self Help Center
15371 Kentwood Ave
El Paso, Texas 79928

And mail original invoice to:

El Paso County Auditor's Office
Guadalupe Federico
Accountant-Intermediate
800 E. Overland Ste 406
El Paso, Texas 79901

NOTE: The Contractor shall note in detail, on invoices; address served (Project Site), type of work completed, service date(s), and fees for each Project Site.

NOTE: The Contractor shall not enter into a separate side agreement(s) with the homeowner(s) to do additional work or exchange of work outside of the Contract Documents, for any of the Project Sites.

9. Changes in the Work

- (a) The County may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by County of El Paso Commissioner Court and the Texas Department of Housing and Community Affairs prior to execution of same.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the County authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Contract, the County may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).
- (d) Each change order shall include in its final form:
 - 1) A detailed description of the change in the work.
 - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3) A definite statement as to the resulting change in the contract price and/or time.
 - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
 - 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

10. Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Specifications or otherwise involve extra cost or extension of time, he shall, within five (5) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the County, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the specifications.
- (c) Any discrepancies which may be discovered between actual conditions and those presented by the Specifications, noted during Pre-bid visit shall be reported at once to the County and work shall not proceed except at the Contractor's risk, until written instructions have been received from the County.
- (d) If, on the basis of the available evidence, the County determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be presented to the Project's Program Manager.

All change order submittals shall be submitted to the County of El Paso Commissioners Court and the Texas Department of Housing and Community Affairs for review and possible approval.

11. Termination, Delays, and Liquidated Damages

(a) Right of the County to Terminate Contract for Convenience

County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

(b) Right of the County to Terminate Contract for Cause

In the event that any of the provisions of this contract are violated by the Contractor, or by any subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the County for any excess cost incurred. In such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(c) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$1,000 for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

(d) Excusable Delays.

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

- 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- 3) Any acts of the County;

Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

Provided, however, that the Contractor promptly notifies the County within five (5) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

12. Assignment or Novation

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the County. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

13. Specifications

In the case of any discrepancy in the Specifications, the matter shall be immediately submitted to the County for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the County.

14. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the County for any additional information which should be furnished by the County under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within five (5) days after the Contract award and shall be as complete as possible at that time. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

15. Materials and Workmanship

- (a) Unless otherwise specifically provided for in the Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Specifications as "equal to" any particular standard, the County shall decide the question of equality.
- (b) The Contractor shall furnish to the County for approval the manufacturer's detailed Specifications for all machinery, mechanical and other special equipment, which he

contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The County may require the Contractor to dismiss from the work such employee or employees as the County may deem unqualified.

16. Sample Submittal

- (a) The Contractor shall submit all material samples, etc., as called for in the Specifications, promptly within ten (10) days of the award of the contract and the acceptance of the Contractor's bonds. Samples shall be present and final selection shall be determined during the pre-construction meeting for each Project Site.

Items to be submitted for approval are items cited in the specifications which can be selected according to style, color or other factor but not affecting the price or quality of such item.

- (b) No such material or equipment shall be manufactured or delivered to the project site, except at the Contractor's own risk, until the required samples have been approved in writing by the County. Any delay in the work caused by late or improper submission of samples or for approval shall not be considered just cause for an extension of the contract time.
- (c) Each sample submitted by the Contractor shall carry a label giving the Project Site for which it is intended, state that the sample complies with specifications requirements, name and brand of the product and all specification or other detailed information as it applies.
- (d) Except as otherwise specifically stated in the Contract, the Contractor shall furnish without extra cost, including packing and delivery charges, all material samples required for each Project Site.

17. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the County. Where the requirements of the specifications fail to comply with such applicable ordinances or codes, the Contractor shall immediately report any discrepancy to the County.
- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and specifications), the Contractor shall remove such work without cost to the County.
- (c) The Contractor shall at his own expense, secure and pay for all permits as applicable or as it applies to each Project Site; for removal of abandoned water taps, sealing of house connection

drains, pavement cuts, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off each Project Site and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the County, shall moisten the surrounding area to prevent a dusty condition.

18. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the County is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of County.
- (c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the County from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

19. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the County with reports concerning these matters.

- (d) The Contractor shall indemnify and hold harmless the County from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all time conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the County, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the County at the expense of the Contractor (as applicable to Project Site).

20. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by Specifications. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished by the Contractor, in strict accordance with existing and governing health regulations.

21. Use of Premises

- (a) The Contractor shall confine equipment, storage of materials, and construction operations to each Project Site as prescribed by ordinances or permits, or as may be desired by the County, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the County and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.
- (c) Contractor shall not enter adjacent properties. Contractor shall be liable for any property damage to adjacent properties caused by his operations.
- (d) Each property owner for each Project Site shall be responsible for maintaining payments of utilities during the rehabilitation of the home. The Contractor shall only use the electrical, sanitary waste, water and gas systems at each Project Site during the rehabilitation phase and for the purpose of completing this project.

22. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Site and public rights of way reasonably clear. Upon completion of the work, the Contractor shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

23. Review by the County

The County and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract,

provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the County through its authorized representatives or agents.

24. Inspections

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the County at any and all times during construction and at any and all places where such construction occurs. The County shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Site and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the County may by contract or otherwise have the defects remedied or rejected materials removed from the Project Site and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the County.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the County will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the specifications.
- (c) The Contractor shall notify the County sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the County, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the County; as it applies for each Project Site.
- (d) Should it be considered necessary or advisable by the City/County at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.
- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the County or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract Documents.
- (g) After the completion of each inspection stage and when the improvements included in this Contract are substantially completed, the Contractor shall notify the project's Program Manager in writing that the work will be ready for Intermediate Inspections and/or Final Inspections on a definite date which shall be stated in each notice. The County will inspect all Intermediate Inspections and will make the arrangements necessary with a Texas Licensed

TREC-Texas Real Estate Commission Inspector to complete all Final Inspections; as applicable for each Project Site. Contractor shall be liable for any issues or expenses in the event of discrepancy in any of the Intermediate Inspections and/or the Final Inspections and responsible for making any further arrangements necessary and subject to a fully approved Final Inspection by a (third party) TREC Inspector. At no additional cost to the County and as proposed in the specification.

25. Deduction for Uncorrected Work

If the County deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the County and subject to settlement, in case of dispute, as herein provided.

26. Insurance

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the County.

(a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

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(d) A contractor shall:

(1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

(2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

(3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

(4) obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

(7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other division rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the division on the sample notice, without any additional words or changes:

- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance as noted in the Bid Packet.
- (c) Proof of Insurance: The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after five (5) days written notice has been received by the County.

27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the County free from any claims, liens, or charges. Neither, the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the County or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of **twelve (12)** months from the date of final acceptance of the work.

Upon completion of the work for each Project Site and acceptance by the County, the Certificate of Final Inspection and Verification is issued and the Warranty Period Begins.

29. Job Offices/Storage Facilities

- (a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The County shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the County, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

30. Partial use of Site Improvements

The County may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the specifications

and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodations for which it was intended, provide:

The use of sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

31. Local Program Liaison

For purposes of this Agreement, the El Paso County Community Services Director or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

County of El Paso Colonia Self Help Center Program Contacts

County of El Paso Community Services Department
Irene G. Valenzuela, Executive Director
Family Youth Service Center
6314 Delta
El Paso, TX 79905
Office: 915-775-2708
Fax: 915-783-5786
igvalenzuela@epcounty.com

County of El Paso Community Services Department
Diana Marroquin, Program Manager
Colonia Self Help Center
15371 Kentwood Ave.
El Paso, TX 79928
Office: 915-852-2656
Fax: 915-852-1617
dmarroquin@epcounty.com

32. Access to Information

- (a) The Texas Department of Housing and Community Affairs (TDHCA), U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the Texas Community Development Block Grant (TxCDBG) Program award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with the Texas Department of Housing and Community Affairs.
- (b) Contractor shall include the substance of this clause in all subcontracts it awards.

33. Records Retention

- (a) The Contractor shall retain all required records for three (3) years after the County makes its final payment and all pending matters are closed.
- (b) Contractor shall include the substance of this clause in all subcontracts it awards.

34. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within thirty (30) days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within thirty (30) days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

35. Compliance with Davis-Bacon Act

The requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates does not apply to Home Reconstruction on same site; of single family residential sites scattered through and not within certain boundary enclosing areas of each other. It is therefore the responsibility of the Contractor to inform himself as to any state or local labor wage rate requirements and conditions.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to Texas Department of Housing and Community Affairs.

36. Conflicts of Interest

- (a) Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of Texas Community Development Block Grant award between Texas Department of Housing and Community Affairs and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.

- (b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the Texas Community Development Block Grant award between Texas Department of Housing and Community Affairs and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.
- (c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDHCA and the County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDHCA and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

37. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

38. Anti-Lobbying

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

39. Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

40. Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

41. Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (a.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c.) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f.) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h.) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

42. Section 109 of the Housing and Community Development Act of 1974.

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

43. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

44. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

45. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- (e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

46. Contract Documents

The County will furnish the Contractor without charge one (1) copy of the Contract Documents.

47. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the County in the Notice to Proceed, and shall be fully completed within ninety (90) calendar days thereafter (unless otherwise stipulated).

48. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the County the sum of One Thousand Dollars (\$ 1,000) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

49. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.



Home Rehabilitation Program
County of El Paso Colonia Self Help Center Program

638 Zinc Place, El Paso, Texas, 79928



Property Description: Square Feet
3 Bedroom – 2 Full Bath

Utilities: Natural Gas
Overhead Electrical
Conventional Septic System

Exterior

1. **Roofing:** At carport roofing, repair a total of 2 squares of damaged roofing. Roofing shall be of mineral surfaced modified roll, include underlayment and seal all penetrations. To match as close as possible to existing roofing.
2. **Exterior Walls:** Apply approximately a total of 1450 square feet of stucco covering at exterior of dwelling. Apply only the finishing coat (dwelling has scratch coat and brown coat). Furthermore, at exterior, repair damaged cinder block at bedroom 2 from the installation of new window. Contractor shall include a total of 15 pails of medium rilled unicoat elastomeric finish, covering 100 square feet per pail and color chosen by home owner.
3. **Exterior Paint:** At exterior of dwelling paint approximately 485 square feet at fascia and soffit under homes eaves. Apply a two coat with primer and semi-gloss exterior grade paint and seal all joints with a painter latex caulk. Paint to be chosen by homeowner.
4. **Sliding Glass Door:** Replace outdated entry sliding glass door at left side of dwelling. Shall be of energy star certified, vinyl sliding patio door, tempered, low-e glass, include weather stripping, satin nickel handle, and all hardware; white in color. Additionally, remove and properly dispose rusted wrought iron security door. Security door will not be replaced. Compatible to ThermaStar by Pella 10 model number 1000006804, or similar.
5. **Window Opening:** At bedroom 2, make window opening larger to fit a 3' x 4' window. Cut cinder block, cripple studs and lower the sill to make room for the installation of new window.
6. **Windows:** Bathrooms- Replace a total of 2 windows at left side exterior of the dwelling. Switch one 2' x 2' and one 3' x 1'. Windows shall be of double pane vinyl, horizontal slider, obscured.
Bedrooms- Bedroom 3 replace with a 4' x 4' and in bedroom 2 replace with a 3' x 4'. Windows to be of double pane, vertical slider and meet the minimum requirements for egress.
Windows shall be of energy star rated at .35 U-factor and .25 solar heat gain coefficient to include window screens.
7. **Window Screens:** Furnish and install missing window screens around dwelling.
8. **Gutters:** Install approximately 80 linear feet of gutters. Install at front and rear side, exterior of dwelling. Gutters shall have the proper connections, extensions, and downspout to divert rain run-off to include gutter guard.
9. **Dumpster:** Provide one roll off 20 yard disposal container, for the removal of construction debris.
10. **Site Toilet:** Provide one standard portable toilet for the duration of the construction project.

Attic

1. **Insulation:** Add a total of 7" of insulation to cover 1664 square feet of space in attic, shall be of fiber glass blown-in insulation, 2.5 square inches to raise the R-value to 38. To work in conjunction with existing fiberglass insulation.
2. **Attic Access:** At hallway add an attic access. Access dimensions shall be a minimum of 22" x 30", add weather strip to prevent air infiltration, have hatch insulated to a minimum of R-38 and be of rigid foam board. Additionally, frame and add particle board on all four corners to prevent insulation from falling.

N1102.1.1 (R402.1.1) Insulation and Fenestration Criteria

TABLE R402.1.1 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT*

CLIMATE ZONE	FENESTRATION U-FACTOR ^b	SKYLIGHT ^b U-FACTOR	GLAZED FENESTRATION SHGC ^{b, e}	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE ⁱ	FLOOR R-VALUE	BASEMENT ^c WALL R-VALUE	SLAB ^d R-VALUE & DEPTH	CRAWL SPACE ^e WALL R-VALUE
1	NR	0.75	0.25	30	13	3/4	13	0	0	0
2	0.40	0.65	0.25	38	13	4/6	13	0	0	0
3	0.35	0.55	0.25	38	20 or 13+5 ^h	8/13	19	5/13 ^f	0	5/13
4 except Marine	0.35	0.55	0.40	49	20 or 13+5 ^h	8/13	19	10 /13	10, 2 ft	10/13
5 and Marine 4	0.32	0.55	NR	49	20 or 13+5 ^h	13/17	30 ^g	15/19	10, 2 ft	15/19
6	0.32	0.55	NR	49	20+5 or 13+10 ^h	15/20	30 ^g	15/19	10, 4 ft	15/19
7 and 8	0.32	0.55	NR	49	20+5 or 13+10 ^h	19/21	38 ^g	15/19	10, 4 ft	15/19

Interior

1. Final Trim:

Interior Doors: Install a total of 2 sliding closet doors.

Bedroom Two: 60" x 80", 6 panel composite hollow core and include hardware with door stoppers. Compatible to Truporte, model number 340010 or similar. Also, replace damaged entry door. Door shall be of 6 panel composite hollow door, to include all hardware, privacy lever type handle, and door stopper; nickel in color.

Bedroom Three: 60" x 80", 6 panel composite hollow core and include hardware with door stoppers. Compatible to Truporte, model number 340010 or similar.

Molding: Base Molding. Replace a total of 480 linear feet of base molding, after the installation of ceramic tile. Molding shall be of 2 1/4" primed-finger jointed, and match as close as possible to existing trim.

- Drywall Repair:** Interior of the dwelling, do drywall repair at hallway next to return register, at bedroom 3 wall, master bedroom ceiling and at bedroom 2 from making egress window bigger. Furthermore, repair drywall damage from electrical contractor from the wiring installation of range hood outlet, and smoke alarms. Drywall repair shall consist of tape, float, and texture to match as close as possible around surrounding area.
- Painting:** Paint approximately 350 square feet at bedroom 2 walls. Apply a two coat with primer and semi-gloss zero VOC interior paint. Paint to match existing paint as close as possible
- Ceramic Tile:** Interior of the dwelling, remove outdated vinyl flooring, and install approximately 1600 square feet of ceramic tile. Tile shall be of 12" x 12" and include floor thin-set and grout.

Appliances

- Range:** At kitchen replace range with a new 4 burner, 30" gas range with oven. Shall have anti-tipping, white in color. Compatible to Hotpoint, model number RGB530DEHWW or similar.

Cabinets

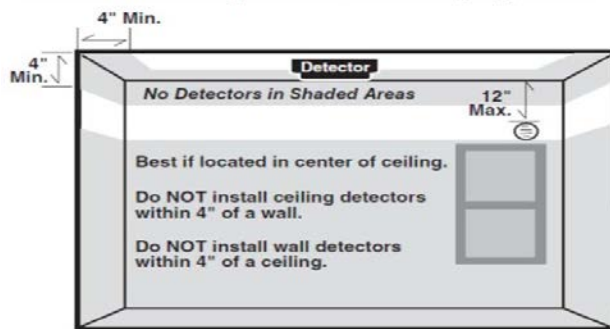
- Wall Cabinets:** At kitchen wall cabinets, replace three broken panes.

Electrical Systems

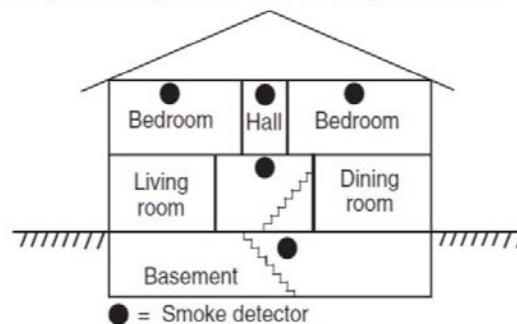
- Refrigeration Circuit:** Provide an electrical circuit and disconnect to power outdoor air conditioner condenser. Circuit to be of 220 volt 40amp double pole circuit breaker, run from load center to air conditioner service disconnect switch and from the disconnect switch to the condenser. Wiring shall be of 8/2 with ground and be protected with liquid tight conduit.

2. **Range Receptacle:** Provide an electrical outlet with receptacle to power range. Receptacle shall be of tamper resistant with cover and wiring to be of 12/2 with ground.
3. **Exterior Lights:** Replace a total of two exterior light fixtures. One at front and one at rear of dwelling. Shall be of 2 head wall mount LED, energy star certified flood light. Repair exposed wiring at left side of dwelling, install a rain tight outlet box with cover rated for exterior use. Good Earth 6.25", model number SE1092-BP2-00LF0-G for 2 head LED or similar.
4. **Ground Fault Circuit Interrupter (GFCI):** Replace 6 ground fault circuit interrupter, rated at 20 Amp 125 volt duplex self-test tamper resistant, include wall plate, white in color, two at kitchen, one at hall bathroom, and one at master bathroom. Exterior of dwelling replace 2 ground fault circuit interrupter, rated at 20 Amp 125 volt duplex self-test tamper and weather resistant, include a weather resistant cover. One at front and one at rear of dwelling.
5. **Smoke Alarms:** Install smoke detectors in each bedroom and hallway. Smoke detectors shall draw their primary power from the electrical system with battery backup, interconnected together. Smoke detectors at bedrooms shall be of photoelectric sensor, and smoke and carbon monoxide combo, at hallway.

Smoke detector placement in sleeping room



Single-family home detector placement



Heating, Ventilation, and Air Conditioning Systems

1. **Heating Equipment:** At hallway at furnace closet, remove outdated furnace. Replace with an 80% AFUE (Annual Fuel Utilization Efficiency), 14.5 Seasonal Energy Efficiency Ratio, 100k BTU natural gas forced air furnace. To include evaporative coil and condensate pump. Re-connect flue vent and gas line and include drip leg. Additionally, install refrigerant copper tubing to condensing unit and run new 3/8 in. clear vinyl tubing drain line for condensate pump.
2. **Cooling Equipment:** Remove current rusted evaporative cooler at roof top and replace with a condenser. Condensing unit shall be of energy star certified, 14.5 Seasonal Energy Efficiency Ratio air conditioner split system. Also, cover downdraft duct with an aluminum cover and seal with mastic. Additionally, at roof provide and install a mounting bracket to support the condenser. Bracket to be of 12 gauge, 600-lb. load rating. A Manual J, S, and/or D is required to determine the proper sizing of the unit.
3. **Ducts & Vents:** Replace a total of 10' of corroded ductwork at Evaporative main supply plenum. Add 10' of ductwork from main distribution to master bathroom. Additionally, replace a total of 9 supply registers and 1 return register, interior of dwelling.
4. **Programmable Thermostat:** Replace existing manual thermostat with a programmable thermostat. To include a low voltage 8 conductor thermostat wire. Wire shall be of sunlight resistant, to feed furnace and condenser units.

Plumbing Systems

1. **Water Heater:** At hallway at water heater closet, remove leaking water heater. Replace with a 40 gallon, 36k BTU, 0.61 energy factor, natural gas, energy star certified water heater. Factory installed temperature and pressure relief valve shall discharge to a suitable drain or exterior of dwelling. Re-connect flue vent, dielectric fittings to hot and cold lines, and gas line with drip leg. Additionally, add a drain pan. Compatible to RHEEM Performance XG40T12DM40U0 or similar.
2. **Commode:** At master bathroom replace non-working commode. New commode shall be of water sense, 16" riser, 1.28 GPF, elongated, white in color, and include wax ring. Compatible to Aqua Source model number T802 (98923), or similar.
3. **Hose Bib:** Install a total of 3 brass anti-siphon hose bib, two at left side and one at right side of exterior of dwelling.
4. **Dryer Vent:** Replace damaged dryer vent cap at right side exterior of building. Vent cap shall be of flush mount louvered flapper, white in color.

Bonds

1. **Bonds:** The Contractor shall provide a Bid Bond, Performance Bond, Payment Bond for the construction project.



Home Rehabilitation Program
 County of El Paso Colonia Self Help Center Program
 638 Zinc Place, El Paso, Texas, 79928

Bid Worksheet

Item Description	Quantity	Unit Price	Total Price
Exterior			
Roofing	2 Squares		
Exterior Walls	1450 Square Feet		
Exterior Paint	485 Square Feet		
Sliding Glass Door			
Window Opening			
Windows	4		
Window Screens			
Gutters	80 Linear Feet		
Dumpster	1		
Site Toilet	1		
Exterior Total Price:			

Item Description	Quantity	Unit Price	Total Price
Attic			
Insulation	1664 Square Feet		
Attic Access			
Attic Total Price:			

Item Description	Quantity	Unit Price	Total Price
Interior			
Final Trim			
Interior Door: Bedroom Two	2		
Interior Door: Bedroom Three	1		
Molding	480 Linear Feet		
Drywall Repair			
Painting	350 Square Feet		
Ceramic Tile	1600 Square Feet		
Interior Total Price:			

Item Description	Quantity	Unit Price	Total Price
Appliances			
Range	1		
Appliances Total Price:			

Item Description	Quantity	Unit Price	Total Price
Cabinets			
Wall Cabinets			
Cabinets Total Price:			

Item Description	Quantity	Unit Price	Total Price
Electrical Systems			
Refrigeration Circuit			
Range Receptacle			
Exterior Lights			
Ground Fault Circuit Interrupter (GFCI)	6		
Smoke Alarms	4		
Electrical Systems Total Price:			

Item Description	Quantity	Unit Price	Total Price
Heating, Ventilation, and Air Conditioning			
Heating Equipment			
Cooling Equipment			
Ducts & Vents			
Programmable Thermostat	1		
Heating, Ventilation, and Air Conditioning Total Price:			

Item Description	Quantity	Unit Price	Total Price
Plumbing Systems			
Water Heater			
Commode	1		
Hose Bib	3		
Dryer Vent			
Plumbing Systems Total Price:			

Item Description	Quantity	Unit Price	Total Price
Bonds			
Bonds			

638 Zinc Pl. Grand Total Price:			
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Home Rehabilitation Program
County of El Paso Colonia Self Help Center Program
605 Uranio Place, El Paso, Texas, 79928



Property Description: 1008 Square Feet
3 Bedrooms – 2 Full Baths

Utilities: Natural Gas
Overhead Electrical
Conventional Septic System

Exterior

- Roofing:** Remove existing out of date, worn, and damaged roofing system. Replace with a total of 16 squares of architectural shingles, wind rated at 110 MPH, minimum of 30 year warranty. At low-sloped roof, replace a total of 5 squares of mineral surfaced modified roll. Include underlayment, drip edge flashing, add a missing roof vent cap and replace rusted roof louver.
- Exterior Walls:** At all 4 sides at exterior of dwelling, fix a total of 12 stucco repairs. Break off loose stucco, add new scratch and/or brown coat, and finish off with texture to match as close as possible around surrounding area.
- Rear Porch:** At rear porch, remove all damaged siding and dispose of properly. Siding will not be re-installed. Additionally, cut rafters that over extend at both sides of rear porch.
- Exterior Paint:** Exterior of dwelling paint approximately 1160 square feet of stucco walls. Apply an exterior grade paint and seal all windows and corners with a painter latex caulk. Paint to match existing paint as close as possible.
- Windows:** Replace a total of 12 windows exterior of the dwelling. Switch eight 3'0" x 5'0", two 2'0" x 3'0", one 2'6" x 3'0", and one 3'0" x 1'0" obscured. Windows shall be of double pane vinyl, energy star rated at .35 U-factor and .25 solar heat gain coefficient to include window screens. (See minimum specs below)
- Gutters:** Install approximately 75 linear feet of gutters. Install at left and right side, exterior of dwelling. Gutters shall have the proper connections, extensions, and downspout to divert rain run-off to include gutter guard.
- Dumpster:** Provide one roll off 20 yard disposal container, for the removal of construction debris.
- Site Toilet:** Provide one standard portable toilet for the duration of the construction project.

Attic

- Insulation:** Add a total of 7" of insulation to cover 1008 square feet of space in attic, shall be of fiber glass blown-in insulation, 2.5 square inches to raise the R-value to 38. To work in conjunction with existing fiberglass insulation.
- Attic Access:** Attic access hatch at master bedroom closet, add weather strip to prevent air infiltration, have hatch insulated to a minimum of R-38 and be of rigid foam board. Additionally, frame and add particle board on all four corners to prevent insulation from falling.

N1102.1.1 (R402.1.1) Insulation and Fenestration Criteria

TABLE R-402.1.1 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT*

CLIMATE ZONE	FENESTRATION U-FACTOR ^b	SKYLIGHT ^b U-FACTOR	GLAZED FENESTRATION SHGC ^{b, e}	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE ⁱ	FLOOR R-VALUE	BASEMENT ^c WALL R-VALUE	SLAB ^d R-VALUE & DEPTH	CRAWL SPACE ^c WALL R-VALUE
1	NR	0.75	0.25	30	13	3/4	13	0	0	0
2	0.40	0.65	0.25	38	13	4/6	13	0	0	0
3	0.35	0.55	0.25	38	20 or 13+5 ^h	8/13	19	5/13 ^f	0	5/13
4 except Marine	0.35	0.55	0.40	49	20 or 13+5 ^h	8/13	19	10 /13	10, 2 ft	10/13
5 and Marine 4	0.32	0.55	NR	49	20 or 13+5 ^h	13/17	30 ^g	15/19	10, 2 ft	15/19
6	0.32	0.55	NR	49	20+5 or 13+10 ^h	15/20	30 ^g	15/19	10, 4 ft	15/19
7 and 8	0.32	0.55	NR	49	20+5 or 13+10 ^h	19/21	38 ^g	15/19	10, 4 ft	15/19

Interior

1. **Drywall Repair:** Interior of the dwelling, do drywall repair at kitchen ceiling, three at bedroom one ceiling, at hallway ceiling, and at master bathroom ceiling. Furthermore, repair drywall damage from electrical contractor from the wiring installation of condenser and smoke alarms. Additionally, exterior of dwelling, a total of three drywall repair at front and rear porch. Drywall repair shall consist of tape, float, and texture to match as close as possible around surrounding area.

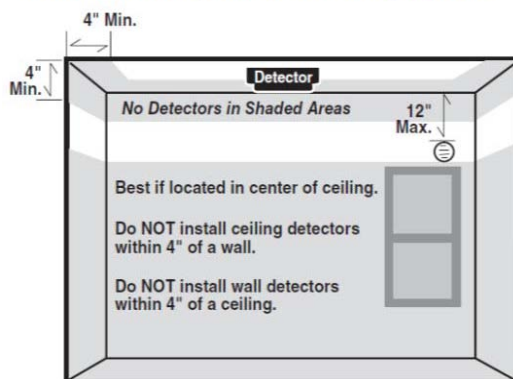
Appliances

1. **Range:** At kitchen replace range with a new 4 burner, 30" gas range with oven. Shall have anti-tipping, white in color. Compatible to Hotpoint, model number RGB530DEHWW or similar.

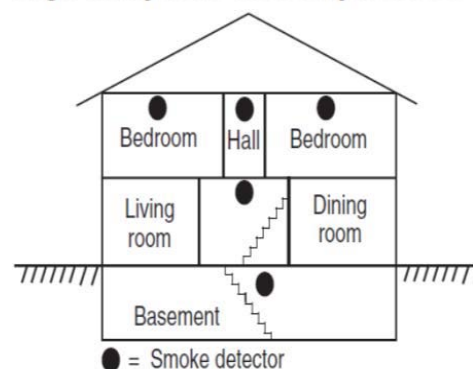
Electrical Systems

1. **Refrigeration Circuit:** Provide an electrical circuit and disconnect to power outdoor air conditioner condenser. Circuit to be of 220 volt 40amp double pole circuit breaker, run from load center to air conditioner service disconnect switch and from the disconnect switch to the condenser. Wiring shall be of 8/2 with ground and be protected with liquid tight conduit.
2. **Exhaust Fan:** Remove non-working exhaust fan at hall bathroom. Replace with a minimum of 50 CFM, 1.5 Sones, energy star rated exhaust fan. Compatible to Delta Breez, model number SLM70 or similar.
3. **Exterior Porch Fixture:** Remove 2 ceiling fans at rear porch. Replace with two 13" flush mount, energy star rated light fixture, white in color. Compatible to Compatible to Progress Lighting model number P7364-10EBWB, or similar.
4. **Exterior Switch:** Rear of porch replace exposed toggle switch, with a new decora 15 amp single pole switch. Additionally, add a 1/2" EMT conduit and add a weatherproof outlet box at exposed wiring.
5. **Ground Fault Circuit Interrupter (GFCI):** Exterior of dwelling replace 2 ground fault circuit interrupter, rated at 20 Amp 125 volt duplex self-test tamper and weather resistant, include a weather resistant cover. One at front porch and one at rear porch. Additionally, at rear receptacle protect exposed wiring with a 1/2" EMT conduit and add a weatherproof outlet box.
6. **Smoke Alarms:** Install smoke detectors in each bedroom and hallway. Smoke detectors shall draw their primary power from the electrical system with battery backup, interconnected together. Smoke detectors at bedrooms shall be of photoelectric sensor, and smoke and carbon monoxide combo, at hallway.

Smoke detector placement in sleeping room



Single-family home detector placement



Heating, Ventilation, and Air Conditioning Systems

1. **Heating Equipment:** In hallway at furnace closet, remove outdated furnace. Replace with an 80% AFUE (Annual Fuel Utilization Efficiency), 14.5 Seasonal Energy Efficiency Ratio, 80k BTU natural gas forced air furnace. To include evaporative coil and condensate pump. Re-connect flue vent and gas line and include drip leg. Additionally, install refrigerant copper tubing to condensing unit and run new 3/8" clear vinyl tubing drain line for condensate pump.
2. **Cooling Equipment:** Remove current evaporative cooler at roof top and replace with a new condenser. Condensing unit shall be of energy star certified, 14.5 Seasonal Energy Efficiency Ratio air conditioner split system. Also, cover downdraft duct with an aluminum cover and seal with mastic. Additionally, at roof provide and install a mounting bracket to support the condenser. Bracket to be of 12 gauge, 600-lb. load rating. A Manual J, S, and/or D will be required to determine the proper sizing of unit.
3. **Ducts and Vents:** Replace a total of 10 feet of corroded ductwork at Evaporative main supply plenum.
4. **Programmable Thermostat:** Replace existing manual thermostat with a programmable thermostat. To include a low voltage 8 conductor thermostat wire. Wire shall be of sunlight resistant, to feed furnace and condenser units.

Plumbing Systems

1. **Water Heater:** In hallway at water heater closet, remove outdated water heater. Replace with a 40 gallon, 36k BTU, 0.61 energy factor, natural gas, energy star certified water heater. Factory installed temperature and pressure relief valve shall discharge to a suitable drain or exterior of dwelling. Re-connect flue vent, di-electric fittings to hot and cold lines, and gas line with drip leg. Additionally, add a drain pan. Compatible to RHEEM Performance XG40T12DM40UO or similar.
2. **Bathroom Faucets:**
 - Master Bathroom:** Replace out of date tub/shower faucet. New faucets shall be of water sense, 2.2 GPM, anti-scald, 3 handle, and chrome in color. Include new over flow face plate and bath tub stopper. Compatible to Moen, model number 82663, or similar.
Replace rusted and leaking faucet. New faucet shall be of water sense, 4" center set, 2 handle, nickel in color. Include new lavatory pop-up drain and new polymer faucet connectors. Compatible to Delta, model number B2515LF-SSPPV-ECO or similar.
 - Hall Bathroom:** Replace out of date tub/shower faucet. New faucets shall be of water sense, 2.2 GPM, anti-scald, 3 handle, and chrome in color. Include new over flow face plate and bath tub stopper. Compatible to Moen, model number 82663, or similar.
Replace rusted and leaking faucet. New faucet shall be of water sense, 4" center set, 2 handle, nickel in color. Include new lavatory pop-up drain and new polymer faucet connectors. Compatible to Delta, model number B2515LF-SSPPV-ECO or similar.
3. **Hose Bib:** Install a total of 2 brass anti-siphon hose bib, one at front and one at right side, exterior of dwelling. As per Texas Minimum Construction Standards, Chapter 5, 5.4 Water Supply.
4. **Dryer Vent:** Install a flush mount louvered flapper for missing dryer vent at right side of dwelling.

Bonds

- Bonds:** The Contractor shall provide a Bid Bond, Performance Bond, Payment Bonds for the construction project.



Home Rehabilitation Program
 County of El Paso Colonia Self Help Center Program
 605 Uranio Place, El Paso, Texas, 79928

Bid Worksheet

Item Description	Quantity	Unit Price	Total Price
Exterior			
Roofing	21 Squares		
Exterior Walls			
Rear Porch			
Exterior Paint	1160 Square Feet		
Windows	12		
Gutters	75 Linear Feet		
Dumpster	1		
Site Toilet	1		
Exterior Total Price:			

Item Description	Quantity	Unit Price	Total Price
Attic			
Insulation	1008 Square Feet		
Attic Access			
Attic Total Price:			

Item Description	Quantity	Unit Price	Total Price
Interior			
Drywall			
Interior Total Price:			

Item Description	Quantity	Unit Price	Total Price
Appliances			
Range	1		
Appliances Total Price:			

Item Description	Quantity	Unit Price	Total Price
Electrical Systems			
Refrigeration Circuit			
Exhaust Fan	1		
Exterior Porch Fixture	2		
Exterior Switch			
Ground Fault Circuit Interrupter (GFCI)	2		
Smoke Alarms	4		
Electrical Systems Total Price:			

Item Description	Quantity	Unit Price	Total Price
Heating, Ventilation, and Air Conditioning			
Heating Equipment			
Cooling Equipment			
Ducts & Vents			
Programmable Thermostat	1		
Heating, Ventilation, and Air Conditioning Total Price:			

Item Description	Quantity	Unit Price	Total Price
Plumbing Systems			
Water Heater			
Master Bathroom Faucets	2		
Hall Bathroom Faucets	2		
Hose Bib	2		
Dryer Vent			
Plumbing Systems Total Price:			

Item Description	Quantity	Unit Price	Total Price
Bonds			
Bonds			

605 Uranio Pl. Grand Total Price:	
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Home Rehabilitation Program
County of El Paso Colonia Self Help Center Program
810 Agua Pesada, El Paso, Texas, 79928



Property Description: 1900 Square Feet
3 Bedrooms – 2 Full Baths

Utilities: Natural Gas
Overhead Electrical
Conventional Septic System

Exterior

- Exterior Walls:** Install a self-adhering water-proof window wrap and finish with a foam pull-out around all windows. Additionally, remove siding left and right side of dwelling and at gables and apply approximately a total of 1770 square feet of stucco covering at exterior of dwelling. Apply a three step troweled to include brown coat, and finish coat, shall include corner beads, expansion joints, weep screed flashing. Contractor shall include a total of 18 pails of medium rilled unicoat elastomeric finish, covering 100 sq. ft. per pail and color chosen by home owner.
- Exterior Trim:** At exterior of dwelling install 10' of 1" x 2" trim board, missing at right side gable soffit edge, left side under home eaves, and at rear on fascia. Additionally, install 5' of missing soffit at left side and rear of dwelling under home eaves. Furthermore, add 50' of trim to seal around windows and door at left side of dwelling.
- Exterior Painting:** At exterior of dwelling paint approximately 575 square feet at fascia and soffit under homes eave. Apply a two coat with primer and semi-gloss exterior grade paint and seal all joints with a painters' latex caulk. Paint to be chosen by homeowner.
- Exterior Doors:** At both exterior doors replace the weather strips, add new door seals, corner seals, and door sweep adjusted with thresholds. Additionally, at side entry door, remove and properly dispose rusted security door. Security door will not be replaced.
- Windows:** Replace a total of 9 windows exterior of the dwelling. Switch five 4' x 4', three 6' x 4', and one 2' x 2' obscured. Windows shall be of double pane vinyl, energy star rated at .35 U-factor and .25 solar heat gain coefficient to include window screens. (See minimum specs below)
- Gutters:** Install approximately 135 linear feet of gutters. Install at front, rear, and left side, exterior of dwelling. Gutters shall have the proper connections, extensions, and downspout to divert rain run-off to include gutter guard.
- Dumpster:** Provide one roll off 20 yard disposal container, for the removal of construction debris.
- Site Toilet:** Provide one standard portable toilet for the duration of the construction project.

Insulation

- Master Bathroom:** In master bathroom ceiling, remove existing R-19 batt insulation. Replace with approximately 50 square feet of R-30 insulation, face- staple on current rafters. Insulation shall be of Kraft Faced Fiberglass Insulation. Furthermore, add a total of 160 square feet of fiberglass blown-in insulation at master bath thermal envelope walls.

N1102.1.1 (R402.1.1) Insulation and Fenestration Criteria

TABLE R-402.1.1 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT^a

CLIMATE ZONE	FENESTRATION U-FACTOR ^b	SKYLIGHT ^b U-FACTOR	GLAZED FENESTRATION SHGC ^{b, e}	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE ⁱ	FLOOR R-VALUE	BASEMENT ^c WALL R-VALUE	SLAB ^d R-VALUE & DEPTH	CRAWL SPACE ^c WALL R-VALUE
1	NR	0.75	0.25	30	13	3/4	13	0	0	0
2	0.40	0.65	0.25	38	13	4/6	13	0	0	0
3	0.35	0.55	0.25	38	20 or 13+5 ^h	8/13	19	5/13 ^f	0	5/13
4 except Marine	0.35	0.55	0.40	49	20 or 13+5 ^h	8/13	19	10 /13	10, 2 ft	10/13
5 and Marine 4	0.32	0.55	NR	49	20 or 13+5 ^h	13/17	30 ^g	15/19	10, 2 ft	15/19
6	0.32	0.55	NR	49	20+5 or 13+10 ^h	15/20	30 ^g	15/19	10, 4 ft	15/19
7 and 8	0.32	0.55	NR	49	20+5 or 13+10 ^h	19/21	38 ^g	15/19	10, 4 ft	15/19

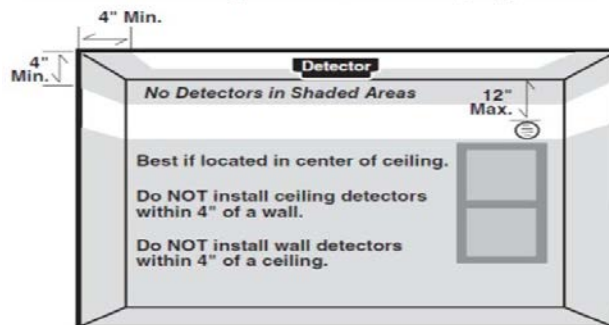
Interior

1. **Drywall:** Install approximately 360 square feet of drywall at master bathroom walls and ceiling, to include all tape, texture, and float. Drywall to be of 1/2". Gypsum with natural-finish paper asbestos free. Furthermore, remove existing drywall at shower and replace with a fiber cement board, durock or similar.
2. **Drywall Repair:** Interior of the dwelling, do drywall repair at utility room wall at hall bathroom and from the installation of hot water line to master bedroom. Drywall repair shall consist of tape, float, and texture to match as close as possible around surrounding area.
3. **Interior Painting:** Paint approximately 350 square feet at master bathroom walls and ceiling. Apply a two coat with primer and semi-gloss zero VOC interior paint and seal all corners with a painters' latex caulk. Paint to match existing paint as close as possible.
4. **Interior Door:** Install a new interior prehung door at furnace closet. To be of 48" x 60" 6-panel hollow core primed white double prehung 1 3/8" thick interior door. To include hinges, a lever type handle, and door stoppers; brass in color.
5. **Ceramic Tile:** In master bathroom floor and shower walls install approximately 210 square feet of ceramic tile. Ceramic tile shall be of 12" x 12" for the exception of shower floor, ceramic tile shall be 4" x 4" and include floor thin-set, wall adhesive, and grout. Tile to match existing ceramic tile as close as possible.
6. **Molding:** At furnace closet install a total of 20 linear feet of casing around door opening and seal with latex caulking. Molding shall be of 2-1/4" primed finger jointed door casing.

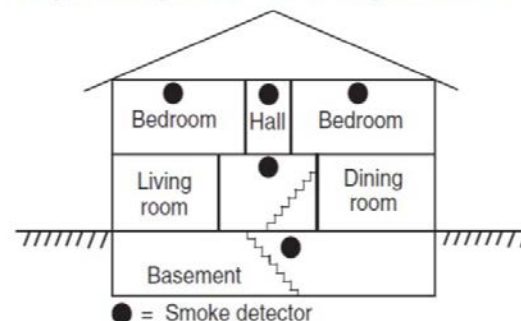
Electrical Systems

1. **Refrigeration Circuit:** Provide an electrical circuit and disconnect to power outdoor air conditioner condenser. Circuit to be of 220 volt 40amp double pole circuit breaker, run from load center to air conditioner service disconnect switch and from the disconnect switch to the condenser. Wiring shall be of 8/2 with ground and be protected with liquid tight conduit.
2. **Shower Trim:** In hallway shower, remove corroded trim and replace with a non-corrosive polymer recessed light trim, listed for wet location. Also replace light bulb with a lighting emitted diode (LED) 60 watt equivalent bulb. Compatible to Commercial Electric model number HBR70WH, or similar.
3. **Smoke Alarms:** Replace a total of 4 non-working smoke detectors in each bedroom and hallway. Smoke detectors at bedrooms shall be of photoelectric sensor, and smoke and carbon monoxide combo, at hallway.

Smoke detector placement in sleeping room



Single-family home detector placement



Heating, Ventilation, and Air Conditioning Systems

1. **Heating Equipment:** In living room at furnace closet, remove outdated furnace. Replace with an 80% AFUE (Annual Fuel Utilization Efficiency), 14.5 Seasonal Energy Efficiency Ratio, 100k BTU natural gas forced air furnace. To include evaporative coil and condensate pump. Re-connect flue vent and gas line and include

drip leg. Additionally, install refrigerant copper tubing to condensing unit and run new 3/8 in. clear vinyl tubing drain line for condensate pump.

2. **Cooling Equipment:** Remove current evaporative cooler at roof top and replace with a condenser. Condensing unit shall be of energy star certified, 14.5 Seasonal Energy Efficiency Ratio air conditioner split system. Also, cover downdraft duct with an aluminum cover and seal with mastic. Additionally, at roof provide and install a mounting bracket to support the condenser. Bracket to be of 12 gauge, 600-lb. load rating. A Manual J, S, and/or D is required to determine the proper sizing of the unit.
3. **Programmable Thermostat:** Replace existing manual thermostat with a programmable thermostat. To include a low voltage 8 conductor thermostat wire. Wire shall be of sunlight resistant, to feed furnace and condenser units.

Plumbing Systems

1. **Water Heater:** In living room at water heater closet, remove leaking water heater. Replace with a 40 gallon, 36k BTU, 0.61 energy factor, natural gas, energy star certified water heater. Factory installed temperature and pressure relief valve shall discharge to a suitable drain or exterior of dwelling. Re-connect flue vent, di-electric fittings to hot and cold lines, and gas line with drip leg. Additionally, add a drain pan. Compatible to RHEEM Performance XG40T12DM40U0 or similar.
2. **Master Bathroom Shower Faucet:** In master bathroom shower remove non-working shower faucet. Install one single handle, water sense labeled 2.0 gallons per minute shower faucet with trim kit, nickel color. To include drain and rough-in kit. Compatible to Moen, model number 82604SRN, or similar.
3. **Master Bathroom Hot Water Line:** Run a new hot water line from the main distribution to master bathroom, connect both shower and vanity hot water faucets, to include shut-off valves and supply line. Hot water line shall be of 1/2" red PEX pipe.
4. **Hose Bib:** Install a total of 3 brass anti-siphon hose bib, one at front, one at rear, and one at left side of exterior of dwelling.

Bonds

1. **Bonds:** The Contractor shall provide a Bid Bond, Performance Bond, and Payment Bond for the construction project.



Home Rehabilitation Program
 County of El Paso Colonia Self Help Center Program
 810 Agua Pesada, El Paso, Texas, 79928
Bid Worksheet

Item Description	Quantity	Unit Price	Total Price
Exterior			
Exterior Walls	1770 Square Feet		
Exterior Trim	65 Linear Feet		
Exterior Painting	575 Square Feet		
Exterior Doors			
Windows	9		
Gutters	135 Linear Feet		
Dumpster	1		
Site Toilet	1		
Exterior Total Price:			

Item Description	Quantity	Unit Price	Total Price
Insulation			
Master Bathroom	210 Square Feet		
Insulation Total Price:			

Item Description	Quantity	Unit Price	Total Price
Interior			
Drywall	360 Square Feet		
Drywall Repair			
Interior Painting	350 Square Feet		
Interior Door	1		
Ceramic Tile	210 Square Feet		
Molding	20 Linear Feet		
Interior Total Price:			

Item Description	Quantity	Unit Price	Total Price
Electrical Systems			
Refrigeration Circuit			
Shower Trim	1		
Smoke Alarms	4		
Electrical Systems Total Price:			

Item Description	Quantity	Unit Price	Total Price
Heating, Ventilation, and Air Conditioning			

Heating Equipment			
Cooling Equipment			
Programmable Thermostat	1		
Heating, Ventilation, and Air Conditioning Total Price:			

Item Description	Quantity	Unit Price	Total Price
Plumbing Systems			
Water Heater			
Master Bathroom Shower Faucet			
Master Bathroom Hot Water Line			
Hose Bib	3		
Plumbing Systems Total Price:			

Item Description	Quantity	Unit Price	Total Price
Bonds			
Bonds			

810 Agua Pesada Grand Total Price:	
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Home Rehabilitation Program
County of El Paso Colonia Self Help Center Program
813 Agua Clara Street, El Paso, Texas, 79928



Property Description: 1620 Square Feet
4 Bedroom – 2 Full Bath

Utilities: Natural Gas
Overhead Electrical
Conventional Septic System

Exterior

- Entry Step:** At exterior side entry doorway, install an entry step. Step shall be of 32" in width and the landing dimension of not less than 36". Concrete to be rated at 3000 PSI sloped vertical.
- Roofing:** Remove existing out of date, worn, and damaged roofing system. Replace with a total of 24 squares of architectural shingles, wind rated at 110 MPH, minimum of 30 year warranty. Include underlayment, drip edge flashing, and any other materials associated to fully install roofing system. Furthermore, at water heater closet roof, install a total 20 square feet of mineral surfaced modified roll, to include underlayment, drip edge flashing, and head wall flashing.
- Exterior Walls:** At all 4 sides at exterior of dwelling, fix a total of 12 stucco repairs, to include front entry step. Break off loose stucco and provide a medium rilled unicoat elastomeric stucco to match as close as possible to surrounding areas. Additionally, add felt, metal lath, scratch coat and/or brown coat to finish off with stucco, at rear cancelled window.
- Exterior Doors:** At both exterior doors replace weather-strips. Add new door seals, corner seals, and adjust door sweep with thresholds.
- Windows:** Replace a total of 11 windows exterior of the dwelling. Switch six 4' x 3', two 2' x 5', one 3' x 5', one 3' x 2' 6", and one 2' x 2' obscured. Windows shall be of horizontal, double pane vinyl, energy star rated at .35 U-factor and .25 solar heat gain coefficient to include window screens.
- Water Heater Closet:** At exterior, demolish existing and build a new water heater closet. Dimensions shall be of 2' 6" width by 2' 6" length by 7' high. Include one 23" x 60" vented exterior water heater door and exterior siding.
- Cancel Rear Window:** cancel window next to water heater, add 2' x 4' and plywood, leave prepared for stucco covering.
- Gutters:** Install approximately 126 linear feet of gutters. Install at left and right side, exterior of dwelling. Gutters shall have the proper connections, extensions, and downspout to divert rain run-off to include gutter guard.
- Dumpster:** Provide one roll off 20 yard disposal container, for the removal of construction debris.
- Site Toilet:** Provide one standard portable toilet for the duration of the construction project.

Attic

- Insulation:** Add 15" of insulation to cover 1348 square feet of space in attic, shall be of fiber glass blown-in insulation, 2.5 square inches to meet an R-value of 38. Additionally, at family room ceiling core a hole between each pair of studs, fill cavity with a total of 272 square feet of blown in-insulation.
- Attic Access:** Attic access hatch at hall bathroom, add weather strip to prevent air infiltration, have hatch insulated to a minimum of R-38 and be of rigid foam board. Additionally, frame and add particle board on all four corners to prevent insulation from falling.

N1102.1.1 (R402.1.1) Insulation and Fenestration Criteria

TABLE R-402.1.1 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT*

CLIMATE ZONE	FENESTRATION U-FACTOR ^b	SKYLIGHT ^b U-FACTOR	GLAZED FENESTRATION SHGC ^{b, e}	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE ^e	FLOOR R-VALUE	BASEMENT ^c WALL R-VALUE	SLAB ^d R-VALUE & DEPTH	CRAWL SPACE ^c WALL R-VALUE
1	NR	0.75	0.25	30	13	3/4	13	0	0	0
2	0.40	0.65	0.25	38	13	4/6	13	0	0	0
3	0.35	0.55	0.25	38	20 or 13+5 ^h	8/13	19	5/13 ^f	0	5/13
4 except Marine	0.35	0.55	0.40	49	20 or 13+5 ^h	8/13	19	10 /13	10, 2 ft	10/13
5 and Marine 4	0.32	0.55	NR	49	20 or 13+5 ^h	13/17	30 ^g	15/19	10, 2 ft	15/19
6	0.32	0.55	NR	49	20+5 or 13+10 ^h	15/20	30 ^g	15/19	10, 4 ft	15/19
7 and 8	0.32	0.55	NR	49	20+5 or 13+10 ^h	19/21	38 ^g	15/19	10, 4 ft	15/19

Interior

1. **Final Trim:**
 - A. **Interior Doors:** Install a total 4 interior doors.
Master Bedroom: Sliding closet door shall be of 48" x 80", hollow core and include all hardware and door stoppers. Entry doorway shall be of 32" x 80", hollow core and include all hardware with door stoppers and lever type handles; brass in color.
Bedroom Three: Sliding closet door shall be of 48" x 80", hollow core and include all hardware and door stoppers. Entry doorway shall be of 32" x 80", hollow core and include all hardware with door stoppers and lever type handles; brass in color.
Furnace Closet: Add one new 27" x 77" pre-hung door for closet, shall be hollow core and include all hardware with door stopper. Handle to be of lever type, brass in color.
 - B. **Door Knobs:** At bedroom 1 and 2, replace damaged door knobs. Door knobs shall be of privacy lever type handles, brass in color. Compatible to Kwickset model number 730LL-3-6AL-RCS or similar.
 - C. **Molding:** Replace a total of 325 linear feet of base molding, after the installation of ceramic tile. Furthermore, add 75 linear feet of missing door molding. Molding shall be of 2 1/4" primed-finger jointed, and match as close as possible to existing trim.
2. **Drywall Repair:** Interior of the dwelling, do drywall repair, two at family room, two at bedroom 3, one behind range, and at bedroom 1. Furthermore, repair drywall damage from electrical contractor from the wiring installation of smoke alarms and repair all core holes done by the installation of insulation at living. Drywall repair shall consist of tape, float, and texture to match as close as possible around surrounding area.
3. **Ceramic Tile:** Interior of the dwelling, remove outdated vinyl flooring, and install approximately 910 square feet of ceramic tile. Tile shall be of 12" x 12" and include floor thin-set, grout, and must be relatively leveled. Match ceramic tile to existing as close as possible.

Appliances

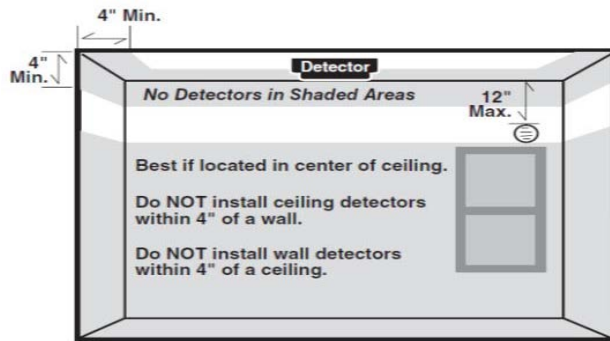
1. **Range Hood:** At kitchen, install one 30" under cabinet range hood. Shall be energy star certified, vented to exterior, to include a mechanical damper and stainless steel in color. Compatible to Air King model number 545521, or similar.

Electrical Systems

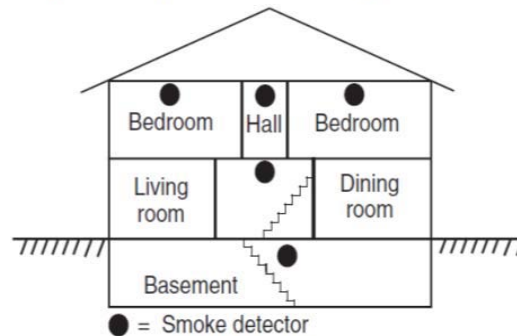
1. **Main Panel:** Upgrade the electrical main panel and meter at right side exterior of dwelling. Panel shall be of 150 amp main breaker 24 circuit, 16 space load center. Properly connect all wiring to panel and provide all necessary breakers and upgrade service entrance cable feeding sub-panel. Additionally, correctly connect fountains switch and receptacles, provide rain tight outlet box and weather proof cover.
2. **Outlet Covers:** Add a total of 7 missing electrical receptacle outlet covers, white in color.
3. **Range Receptacle:** Provide an electrical outlet with receptacle to power range. Receptacle shall be of tamper resistant with cover and wiring to be of 12/2 with ground.
4. **Exterior Light:** Replace exterior light fixture at right side of dwelling. Shall be of 2 head wall mount LED energy star certified flood light. Additionally, replace wiring with 14/2 romex wiring, protect exposed wiring with a 1/2" EMT conduit and add a rain tight outlet box with cover rated for exterior use. Compatible to Good Earth 6.25", model number SE1092-BP2-00LF0-G for 2 head LED or similar.
5. **Ceiling Mount Light Fixture:** Replace 2 keyless fixtures at bedroom 2 and hallway. Install two 13" flush mount, energy star certified light fixture, brass in color. Compatible to Progress Lighting model number P7364-10EBWB, or similar.

6. **Ground Fault Circuit Interrupter (GFCI):** At kitchen replace 1 ground fault circuit interrupter and replace 2 at hall and master bathroom. GFCI shall be rated at 20 Amp 125 volt duplex self-test tamper resistant, to include wall plate, white in color. GFCI at bathroom shall be of combo outlet and switch.
7. **Smoke Alarms:** Install smoke detectors in each bedroom and hallway. Smoke detectors shall draw their primary power from the electrical system with battery backup, interconnected together. Smoke detectors at bedrooms shall be of photoelectric sensor, and smoke and carbon monoxide combo, at hallway.

Smoke detector placement in sleeping room



Single-family home detector placement



Heating, Ventilation, and Air Conditioning Systems

1. **Ducts & Vents:** At kitchen range hood, add a total of 10' of duct work for range hood vent. Duct should be insulated to R-6 and must run from range hood cabinet and egress to roof, and add a vent cap.

Plumbing Systems

1. **Water Heater:** In hallway at water heater closet, remove outdated water heater. Replace with a 40 gallon, 36k BTU, 0.61 energy factor, natural gas, energy star certified water heater. Factory installed temperature and pressure relief valve shall discharge to a suitable drain or exterior of dwelling. Re-connect flue vent (vent stack shall be higher than roof line), di-electric fittings to hot and cold lines, and gas line with drip leg. Additionally, add a drain pan and an insulation jacket. Compatible to RHEEM Performance XG40T12DM40U0 or similar.
2. **Tub/Shower Faucet:** At hall bathroom replace shower and tub faucet, shall be of water sense, 2.2 GPM, anti-scald, 2 handle, and nickel in color. Include new over flow face plate and bath tub stopper. Compatible to Glacier Bay model number 833CW-0004, or similar.
3. **Water Supply Pipes:** At exterior of dwelling, insulate all water supply PVC lines. Shall be insulated to R-3, and labeled for exterior use. Furthermore, strap water lines to prevent pipes from moving.
4. **Hose Bib:** Install a brass anti-siphon hose bib, at right side, exterior of dwelling.
5. **Dryer Vent Cap:** Replace damaged dryer vent cap at right side exterior of building. Vent cap shall be of flush mount louvered flapper, white in color.

Bonds

1. **Bonds:** The Contractor shall provide a Bid Bond, Performance Bond, Payment Bond for the construction project.



Home Rehabilitation Program
 County of El Paso Colonia Self Help Center Program
 813 Agua Clara Street, El Paso, Texas, 79928
Bid Worksheet

Item Description	Quantity	Unit Price	Total Price
Exterior			
Entry Step			
Roofing	25 Squares		
Exterior Walls			
Exterior Doors			
Windows	11		
Water Heater Closet			
Cancel Rear Window			
Gutters	126 Linear Feet		
Dumpster	1		
Site Toilet	1		
Exterior Total Price:			

Item Description	Quantity	Unit Price	Total Price
Attic			
Insulation	1620 Square Feet		
Attic Access			
Attic Total Price:			

Item Description	Quantity	Unit Price	Total Price
Interior			
Final Trim			
Interior Doors: Master Bedroom	2		
Interior Doors: Bedroom Three:	2		
Interior Door: Furnace Closet	1		
Door Knobs	2		
Molding	400 Linear Feet		
Drywall Repair			
Ceramic Tile	910 Square Feet		
Interior Total Price:			

Item Description	Quantity	Unit Price	Total Price
Appliances			
Range Hood	1		
Appliances Total Price:			

Item Description	Quantity	Unit Price	Total Price
Electrical Systems			
Main Panel			
Outlet Covers			
Range Receptacle	1		
Exterior Light			
Ceiling Mount Light Fixture	2		
Ground Fault Circuit Interrupter (GFCI)	3		
Smoke Alarms	5		
Electrical Systems Total Price:			

Item Description	Quantity	Unit Price	Total Price
Heating, Ventilation, and Air Conditioning			
Ducts & Vents			
Heating, Ventilation, and Air Conditioning Total Price:			

Item Description	Quantity	Unit Price	Total Price
Plumbing Systems			
Water Heater			
Tub/Shower Faucet	1		
Water Supply Pipes			
Hose Bib	1		
Dryer Vent Cap	1		
Plumbing Systems Total Price:			

Item Description	Quantity	Unit Price	Total Price
Bonds			
Bonds			

813 Agua Clara St. Grand Total Price:			
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Home Rehabilitation Program
County of El Paso Colonia Self Help Center Program
516 Agua de Brisa Court, El Paso, Texas, 79928



Property Description: 1050 Square Feet,
2 Bedroom – 1 Full Bath

Utilities: Natural Gas
Overhead Electrical
Conventional Septic System

Exterior

- Roofing:** Roofing at water heater closet install a total 20 square feet of mineral surfaced modified roll, to include underlayment, drip edge flashing, and head wall flashing. Furthermore, repair roof damage done by mechanical contractor for the installation of combustion air. Roofing must match as close as possible to existing.
- Exterior Walls:** Install a self-adhering water-proof window wrap and finish with a foam pull-out around all windows. Additionally, apply approximately a total of 1300 square feet of stucco covering at exterior of dwelling. Apply a three step troweled to include felt and metal lath, brown coat, and finish coat, shall include corner beads, expansion joints, and weep screed flashing. Contractor shall include a total of 14 pails of medium rilled unicoat elastomeric finish, covering 100 square feet per pail and color chosen by home owner. Furthermore, before the installation of stucco covering, at exterior walls install a rigid foam board over cinder block. Rigid board shall be of R-6 polyisocyanurate 1' x 4" x 8", mechanical fastened to exterior cinder block walls.
- Soffit:** Install a total of 125' of missing soffit around dwelling, under home eaves. Soffit shall be of composite engineered wood. Additionally, add 3 soffit vents on each side of dwelling for attic ventilation.
- Window:** At bedroom 2 replace window with a 3'0 x 4'0 vertical window to meet the minimum requirements for egress. Window shall be of double pane vinyl, energy star rated at .35 U-factor and .25 solar heat gain coefficient to include window screens. (See minimum specs below)
- Gutters:** Install approximately 90 linear feet of gutters. Install at left and right side, exterior of dwelling. Gutters shall have the proper connections, extensions, and downspout to divert rain run-off to include gutter guard.
- Water Heater Closet:** At exterior, demolish existing and build a new water heater closet. Dimensions shall be of 2' 6" width by 2' 6" length by 7' high. Include one 23" x 60" vented exterior water heater door.
- Dumpster:** Provide one roll off 20 yard disposal container, for the removal of construction debris.
- Site Toilet:** Provide one standard portable toilet for the duration of the construction project.

Attic

- Insulation:** Add 15" of insulation to cover 1050 square feet of space in attic, shall be of fiber glass blown-in insulation, 2.5 square inches to meet an R-value of 38 and cover the top plates of exterior walls. Additionally, add 6 built-in baffles at each soffit opening for attic ventilation.
- Attic Access:** At hallway add an attic access. Access dimensions shall be a minimum of 22" x 30", add weather strip to prevent air infiltration, have hatch insulated to a minimum of R-38 and be of rigid foam board. Additionally, frame and add particle board on all four corners to prevent insulation from falling.

N1102.1.1 (R402.1.1) Insulation and Fenestration Criteria

TABLE R-402.1.1 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT^a

CLIMATE ZONE	FENESTRATION U-FACTOR ^b	SKYLIGHT ^b U-FACTOR	GLAZED FENESTRATION SHGC ^{b, c}	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE ⁱ	FLOOR R-VALUE	BASEMENT WALL R-VALUE ^c	SLAB ^d R-VALUE & DEPTH	CRAWL SPACE ^c WALL R-VALUE
1	NR	0.75	0.25	30	13	3/4	13	0	0	0
2	0.40	0.65	0.25	38	13	4/6	13	0	0	0
3	0.35	0.55	0.25	38	20 or 13+5 ^h	8/13	19	5/13 ^f	0	5/13
4 except Marine	0.35	0.55	0.40	49	20 or 13+5 ^h	8/13	19	10 /13	10, 2 ft	10/13
5 and Marine 4	0.32	0.55	NR	49	20 or 13+5 ^h	13/17	30 ^g	15/19	10, 2 ft	15/19
6	0.32	0.55	NR	49	20+5 or 13+10 ^h	15/20	30 ^g	15/19	10, 4 ft	15/19
7 and 8	0.32	0.55	NR	49	20+5 or 13+10 ^h	19/21	38 ^g	15/19	10, 4 ft	15/19

Interior

5. Final Trim:

Interior Doors: Install a total of 2 sliding closet doors.

Bedroom One: 56" x 80", 6 panel composite hollow core and include hardware with door stoppers. Compatible to Truporte, model number 340010 or similar.

Bedroom Two: 46" x 80", 6 panel composite hollow core and include hardware with door stoppers. Compatible to Truporte, model number 340010 or similar.

Exterior Doors:

Replace rear exterior entry door, shall be of 6-Panel, insulating core, right-hand, 36" x 80" steel primed pre-hung entry door. Include all hardware, door stoppers, weather-strips and new keyed entry door lever type handle and deadbolt keyed alike and brass in color. Compatible to Steves & Sons, model number STL6PXP3680RI or similar.

Front entry door add missing threshold, door sweep, weather-strips, and door stopper.

Molding: Install a total of 135' of missing base molding. Molding shall be of 2 1/4" primed-finger jointed, and match as close as possible to existing trim. Furthermore, install a total of 50' of brick mold around water heater closet door and both exterior doors.

6. **Drywall Repair:** Interior of the dwelling, do drywall repair at hallway. Furthermore, repair drywall damage from electrical contractor from the wiring installation of condenser and smoke alarms and from mechanical contractor for installation of combustion air vents at furnace closet. Drywall repair shall consist of tape, float, and texture to match as close as possible around surrounding area.

Appliances

Range: Add a tip protection behind currently installed range. Tip Protection shall prevent Range from tipping over.

Range Hood: At kitchen, install one 30" under cabinet range hood. Shall be energy star certified and vented to the exterior, include a mechanical damper and white in color. Compatible to Air King, model number ESQZ2303 or similar.

Cabinets

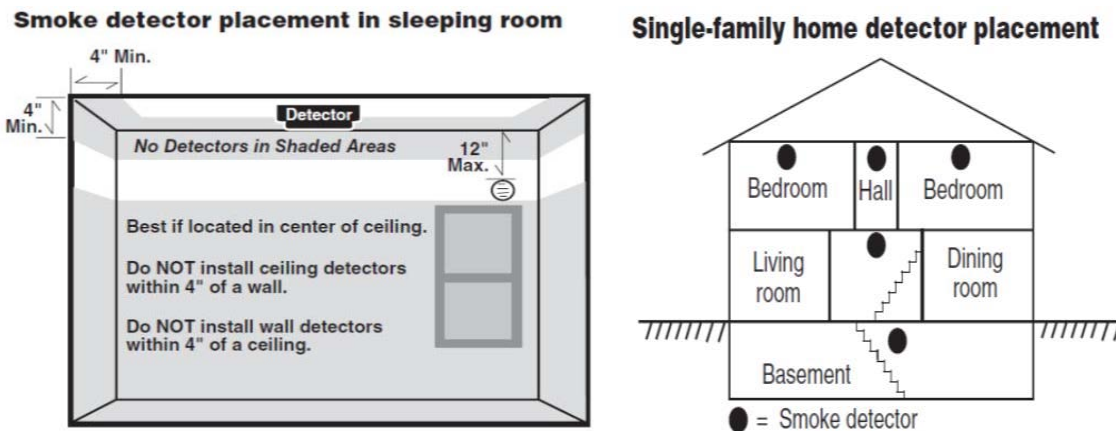
1. **Medicine Cabinet:** At bathroom install one recessed unfinished oak medicine cabinet.

Electrical Systems

1. **Refrigeration Circuit:** Provide an electrical circuit and disconnect to power outdoor air conditioner condenser. Circuit to be of 220 volt 40amp double pole circuit breaker, run from load center to air conditioner service disconnect switch and from the disconnect switch to the condenser. Wiring shall be of 8/2 with ground and be protected with liquid tight conduit.
2. **Range Vent:** Provide an electrical circuit to power gas range and range hood. Circuit to be of 120 volt 20amp single pole circuit breaker, run from load center to both outlets and add two new receptacles with covers. Wiring shall be of 12/2 with ground.
3. **Ceiling Fan:** Replace a total of two ceiling fans at living room and bedroom one. Ceiling fans shall be of 52" brass in color, with down rod mount, to include a two to three bulb light kit, energy star certified. Compatible to Ardmore fan, model number 10040 or similar.
4. **Exterior Lights:** Replace a total of four exterior light fixtures. Two at front and shall be of lantern LED wall mount. One at right side and one at rear and shall be of 2 head wall mount LED flood light. All light fixtures shall be energy star certified. Compatible to Hampton Bay, model number HB7002-05 for wall mount and Good Earth 6.25", model number SE1092-BP2-00LF0-G for 2 head LED or similar.
5. **Ground Fault Circuit Interrupter (GFCI):** Replace 3 ground fault circuit interrupter, rated at 20 Amp 125 volt duplex self-test tamper resistant, include wall plate, white in color, two at kitchen and one at

bathroom. Exterior of dwelling replace 2 ground fault circuit interrupter, rated at 20 Amp 125 volt duplex self-test tamper and weather resistant, include a weather resistant cover. One at front and one at rear. As per National Electrical Code, section 210.8 GFCI protection.

6. **Smoke Alarms:** Install smoke detectors in each bedroom and hallway. Smoke detectors shall draw their primary power from the electrical system with battery backup, interconnected together. Smoke detectors at bedrooms shall be of photoelectric sensor, and smoke and carbon monoxide, photoelectric at hallway.



Heating, Ventilation, and Air Conditioning Systems

1. **Heating Equipment:** In hallway at furnace closet, remove outdated furnace. Replace with an 80% AFUE (Annual Fuel Utilization Efficiency), 14.5 Seasonal Energy Efficiency Ratio, 80k BTU natural gas forced air furnace. To include evaporative coil and condensate pump. Re-connect flue vent and gas line and include drip leg. Additionally, install refrigerant copper tubing to condensing unit and run new 3/8" clear vinyl tubing drain line for condensate pump.
2. **Cooling Equipment:** Remove current evaporative cooler at roof top and replace with a condenser. Condensing unit shall be of energy star certified, 14.5 Seasonal Energy Efficiency Ratio air conditioner split system. Also, cover downdraft duct with an aluminum cover and seal with mastic. Additionally, at roof provide and install a mounting bracket to support the condenser. Bracket to be of 12 gauge, 600-lb. load rating. A Manual J, S, and/or D is required to determine the proper sizing of the unit.
3. **Ducts & Vents:** Inside furnace closet add high and low vents for combustion air, vents shall egress to exterior and add exhaust vent caps. At rear of dwelling cut vent flushed to wall and add a wall mount vent cap. Install one 8" x 8" supply vent at bathroom. Additionally, at kitchen add duct work for range hood to ventilate to exterior. Duct for hood must be insulated to a minimum of R-6.
4. **Programmable Thermostat:** Replace existing manual thermostat with a programmable thermostat. To include a low voltage 8 conductor thermostat wire. Wire shall be of sunlight resistant, to feed furnace and condenser units.

Plumbing Systems

1. **Water Heater:** In hallway at water heater closet, remove outdated water heater. Replace with a 40 gallon, 36k BTU, 0.61 energy factor, natural gas, energy star certified water heater. Factory installed temperature and pressure relief valve shall discharge to a suitable drain or exterior of dwelling. Re-connect flue vent (vent stack shall be higher than roof line), di-electric fittings to hot and cold lines, and gas line with drip leg. Additionally, add a drain pan and an insulation jacket. Compatible to RHEEM Performance XG40T12DM40U0 or similar.
2. **Hose Bib:** Install a total of 2 brass anti-siphon hose bib, one at rear and one at right side, exterior of dwelling. As per Texas Minimum Construction Standards, Chapter 5, 5.4 Water Supply.

- 3. Water Supply Pipes:** Insulate exterior water supply pipes at right side of dwelling. Shall be insulated to R-3, and labeled for exterior use. Furthermore, strap water lines to prevent pipes from moving.

Bonds

- 1. Bonds:** The Contractor shall provide a Bid Bond, Performance Bond, Payment Bond for the construction project.



Home Rehabilitation Program
 County of El Paso Colonia Self Help Center Program

516 Agua de Brisa Court, El Paso, Texas, 79928

Bid Worksheet

Item Description	Quantity	Unit Price	Total Price
Exterior			
Roofing	20 Squares		
Exterior Walls	1300 Square Feet		
Soffit	125 Linear Feet		
Window	1		
Gutters	90 Linear Feet		
Water Heater Closet			
Dumpster	1		
Site Toilet	1		
Exterior Total Price:			

Item Description	Quantity	Unit Price	Total Price
Attic			
Insulation	1050 Square Feet		
Attic Access			
Attic Total Price:			

Item Description	Quantity	Unit Price	Total Price
Interior			
Final Trim			
Interior Door: Bedroom One	1		
Interior Door: Bedroom Two:	1		
Exterior Doors: Rear Entry Door	1		
Exterior Doors: Rear Front Entry Door			
Molding	185 Linear Feet		
Drywall			
Interior Total Price:			

Item Description	Quantity	Unit Price	Total Price
Appliances			
Range	1		
Range Hood	1		

Appliances Total Price:	
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Item Description	Quantity	Unit Price	Total Price
Cabinets			
Medicine Cabinet	1		
Cabinets Total Price:			

Item Description	Quantity	Unit Price	Total Price
Electrical Systems			
Refrigeration Circuit			
Range Vent			
Ceiling Fan	2		
Exterior Lights	4		
Ground Fault Circuit Interrupter (GFCI)	5		
Smoke Alarms	3		
Electrical Systems Total Price:			

Item Description	Quantity	Unit Price	Total Price
Heating, Ventilation, and Air Conditioning			
Heating Equipment			
Cooling Equipment			
Ducts & Vents			
Programmable Thermostat	1		
Heating, Ventilation, and Air Conditioning Total Price:			

Item Description	Quantity	Unit Price	Total Price
Plumbing Systems			
Water Heater			
Hose Bib	2		
Water Supply Pipes			
Plumbing Systems Total Price:			

Item Description	Quantity	Unit Price	Total Price
Bonds			
Bonds			

516 Agua de Brisa Grand Total Price:	
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CONTRACTOR'S LOCAL OPPORTUNITY PLAN

(name of company) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the (County) of _____.

- A. To ascertain from the County's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of (name of company), we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Signature

Printed Name

Title

Date

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LM/ Residents
Totals				

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (I) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(II) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

6. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (I) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes

No

The undersigned hereby certifies that:

- The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes

No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1. The undersigned, having executed a contract with _____
 _____ for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

- (a) The legal name and the business address of the undersigned are:

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

Date _____

(Contractor)

By _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
_____ as PRINCIPAL, and _____, as SURETY
are held and firmly bound unto (County) hereinafter called the "Local Public Agency", in the
penal sum of _____ Dollars, (\$_____), lawful
money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted
the Accompanying Bid, dated _____, for _____

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein
after the opening of the same, or, if no period be specified, within thirty (30) days after the said
opening, and shall within the period specified therefor, or if no period be specified, within ten (10)
days after the prescribed forms are presented to him for signature, enter into a written contract with
the Local Public Agency in accordance with the Bid as accepted, and give bond with good and
sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment
of such contract; or in the event of the withdrawal of said Bid within the period specified, or the
failure to enter into such Contract and give such bond within the time specified, if the Principal
shall pay the Local Public Agency the difference between the amount specified in said Bid and the
amount for which the local Public Agency may procure the required work or supplies or both, if
the latter be in excess of the former, then the above obligation shall be void and of no effect,
otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above parties have executed this instrument this _____ day of
_____, the name and corporate seal of each corporate party being hereto
affixed and these present signed by its undersigned representative, pursuant to authority of its
governing body.

(SEAL)

(SEAL)

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Countersigned

By _____

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, on behalf of said corporation by authority of its governing body.

Corporate
Seal

Title: _____

* Power-of-attorney for person signing for Surety Company must be attached to bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor or Company)

(Address)

a _____, hereinafter called Principal,
(Corporation / Partnership)

and _____
(Name of Surety Company)

(Address)
hereinafter called Surety, are held and firmly bound unto

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____

Dollars, \$ _____ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each on of
(Number)
which shall be deemed an original, this the _____ day of _____.

ATTEST:

(Principal)

(Principal Secretary) By _____ (s)

(SEAL)

(Witness as to Principal) (Address)

(Address)

ATTEST:

(Surety)

(Witness as to Surety) By _____
(Attorney in Fact)

(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto _____
(Name of Grant Recipient)

(Grant Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____

Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this

BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
counterparts, each one of which shall be deemed an original, this the _____ day
of _____.

ATTEST: _____
(Principal)

By _____ (s)
(Principal Secretary)

(SEAL)

(Witness as to Principal) _____
(Address) (Address)

ATTEST: _____
(Surety)

By _____
(Witness as to Surety) (Attorney in Fact)

(Address) _____
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If PRINCIPAL/CONTRACTOR is Partnership, all partners should execute BOND.



HOME REHABILITATION
County of El Paso Colonia Self Help Center Program

EXHIBIT A

Statement of Bidder's Qualification Form

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: _____

Bidder (Legal Name of Firm): _____

Date Organized: _____

Address : _____

Date Incorporated _____

Federal ID Number: _____

Number of Years in contracting business under present name _____

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
----------	-----------	-----------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: _____

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Have you ever failed to complete any work awarded to you? Yes No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
_____	_____	_____
_____	_____	_____
_____	_____	_____

Major equipment available for this contract: _____

Are you in compliance with all applicable EEO requirements? Yes No
(If no, please attach summary of details on a separate sheet.)

Bank References

Address: _____ Contact Name: _____

City & State: _____ Zip: _____

Phone Number: _____

Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgments, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this _____ day of _____, 20____.

Signature

Printed Name and Title

Company Name

Notary Statement:

_____, being duly sworn, says that he/she is the _____ Position/Title _____ of _____ (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

Signature

Printed Name

My Commission Expires: _____,

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.



HOME REHABILITATION
County of El Paso Colonia Self Help Center Program

EXHIBIT B

Texas Department of Housing and Community Affairs
Building Contractor's Request for Payment
Form 28

Texas Department of Housing and Community Affairs
Colonia Self Help Center Program



Building Contractor's Request for Payment

County: El Paso Contract Number: 7214003
Homeowner: _____ Contractor: _____
Address: _____

Building Contractor's Certification and Request for Inspection and Payment

I hereby certify with my initials and signature that:

_____ The information presented on this form is true and complete to the best of my knowledge.

_____ Construction or other work performed to date on the above-referenced address has been satisfactorily completed according to the attached itemized invoice.

_____ All expenses for which payment is being requested herein were incurred on the above-referenced address.

I hereby request inspection and authorization of payment for work completed to date in the amount of:

\$ _____

Signature of Contractor: _____ Date: _____

Homeowner Certification

_____ I agree that the work performed to date by the above-referenced contractor has been satisfactorily completed in accordance with the construction contract and the attached itemized invoice, contingent upon concurrence with the Colonia Self Help Center authorized representative.

_____ For **small home repair**, I certify that I have received the attached list of materials in accordance with the work write-up and that all work has been completed, inspected, and approved by the Colonia Self Help Center authorized representative.

I hereby approve and authorize payment to the contractor or the small home repair activity in the amount of:

\$ _____

Signature of Homeowner: _____ Date: _____

Colonia Self Help Center Certification

_____ I agree that the work performed to date by the above-referenced contractor has been satisfactorily completed in accordance with the construction contract and the attached itemized invoice.

_____ For **small home repair**, I certify that the attached list of materials is in accordance with the work write-up, was delivered to the above-referenced home and that all work has been completed, inspected, and approved.

I hereby approve and authorize payment to the contractor or the small home repair activity in the amount of:

\$ _____

Signature of CSHC Representative: _____ Date: _____

Printed name of CSHC Representative: _____

EXHIBIT 1

**Prevailing Wage Rates – Building
And
Definitions for Building Labor Classifications**



2016 PREVAILING WAGE RATES BUILDING

CLASSIFICATION	BASE WAGE	BENEFITS	HOURLY PREVAILING WAGE RATE	(8 HOURS) PER DIEM WAGE RATE
Automatic Fire Sprinkler Fitter, Certified	26.85	0.00	26.85	214.80
Block, Brick, and Stone Mason	17.97	0.00	17.97	143.76
Carpenters – Acoustical Ceiling Installation	15.17	0.00	15.17	121.36
Carpenter – Rough	16.55	0.00	16.55	132.40
Carpenter – All Other Work	14.98	0.00	14.98	119.84
Caulker / Sealers	11.29	0.00	11.29	90.32
Cement and Concrete Finishers	14.90	0.00	14.90	119.20
Commercial Truck Driver	14.75	0.00	14.75	118.00
Communication/Security Technician	16.50	2.12	18.62	148.96
Crane and Heavy Equipment Operator	24.19	3.43	27.62	220.96
Door & Hardware Specialist	12.00	1.35	13.35	106.80
Drywall and Ceiling Tile Installers	12.64	0.00	12.64	101.12
Drywall Finishers & Tapers	14.00	0.00	14.00	112.00
Electrician	23.36	3.40	26.75	214.00
Elevator Installers and Repairs	31.35	15.10	46.45	371.60
Fence Erectors – Include with Skilled Labor	10.00	0.00	10.00	80.00
Floor Layers – Carpet and Resilient	12.87	0.00	12.87	102.96
Floor layers- Specialty	13.00	0.00	13.00	104.00
Floor Layers - Wood	11.50	0.00	11.50	92.00
Glaziers	15.86	1.00	16.86	134.88
Hazardous Materials Removal Workers	10.00	0.00	10.00	80.00
Heating, Air Conditioning and Refrigeration Service Technician	31.14	12.43	43.57	348.56
Insulation Workers – Mechanical	31.26	11.96	43.22	345.76
Irrigator – Landscape, Certified	15.28	0.00	15.28	122.24
Laborer	11.88	0.01	11.89	95.12
Locksmith	12.00	1.35	13.35	106.80
Mechanic	17.00	0.00	17.00	136.00
Painters - Building	11.77	0.00	11.77	94.16
Paper Hanger	14.00	0.00	14.00	112.00
Pipelayers	15.00	0.00	15.00	120.00
Pipe Fitters and Steamfitters	23.53	9.02	32.55	260.40
Plaster, Stucco, Lather and EIFS Applicator	14.21	0.01	14.22	113.76
Plumber/ Medical Gas Installer	25.72	7.23	32.95	263.60
Reinforcing Iron and Rebar Workers	19.62	1.60	21.22	169.76
Roofers	16.00	0.00	16.00	128.00
Sheet Metal Workers	27.16	0.00	27.16	217.28
Structural Iron and Steel Workers / Metal Building Erector	25.57	13.24	38.81	310.48
Tile Setters	13.86	0.00	13.86	110.88

APPROVED 10/17/2016

2016 BUILDING DEFINITIONS

1	Automatic Fire Sprinkler Fitter, Certified	<p>Sprinkler Fitters specialize in piping associated with fire sprinkler systems. These types of systems are required to be installed and maintained in accordance with strict guidelines, usually National Fire Protection Association (NFPA) standards, in order to maintain compliance with building and fire codes. Sprinkler Fitters work with a variety of pipe and materials including: plastic, copper, steel, cast iron, and ductile iron. The fire suppression piping may contain: water, air, antifreeze, fire retardant foam, gas, or chemicals for hood systems. Sprinkler systems installed by Sprinkler Fitters can include but not limited: to underground supply, standpipes, fire pumps as well as overhead piping systems.</p>
2	Block, Brick, and Stone Mason	<p>Lay and bind building materials, such as: brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances to construct, or repair walls, partitions, arches, sewers, and other structures. Classify installers of mortarless segmental concrete masonry wall units. Constructs partitions, fences, walks, fireplaces, chimneys, smokestacks, et cetera using stone, marble, granite, slate. Cutting, grouting, and pointing of materials listed above which is necessary shall be part of this classification.</p>
3	Carpenters – Acoustical Ceiling Installation	<p>Construct, erect, install or repair acoustical ceiling grid, ceiling tile, and other items laid in acoustical grid.</p>
4	Carpenter – Rough	<p>Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; wood stairways, window and door frames. May also install cabinets, and siding. Include brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways to control the proper circulation of air through the passageways.</p>
5	Carpenter – All Other Work	<p>Construct, erect, install or repair cabinets and other fixtures or structures requiring a high level of workmanship. Includes Cabinetmakers and Bench Carpenters – cut, shape, and assemble wooden articles or set up and operate a variety of woodworking machines, such as power saws, jointers, and mortisers to surface, cut or shape lumber or to fabricate parts for wood products. Perform related duties such as trim work.</p>
6	Caulker/Sealers	<p>Applies water proofing agents or caulk to a variety of structures and materials.</p>

7	Cement and Concrete Finishers	Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; use saws to cut expansion joints. Classify installers of mortarless segmental concrete wall units.
8	Commercial Truck Driver	Drive a truck, van or tractor-trailer combination to transport and deliver goods, or materials in liquid, loose, or packaged form. May be required to unload truck.
9	Communication/Security Technician	Set-up, re-arrange, or remove switching and dialing equipment used in central offices. Service or repair telephones and other communication equipment on customers' property. May install equipment in new locations or install wiring and telephone jacks in buildings under construction. Install, program, maintain, and repair security and fire alarm wiring and equipment. Ensure that work is in accordance with relevant codes. Exclude "Electricians" who do a broad range of electrical wiring.
10	Crane and Heavy Equipment Operator	A worker who operates a crane or other types of heavy equipment to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
11	Door and Hardware Specialist	Installs or repairs doors, hardware and accessories. Are responsible for the installation of contract commercial hardware and custom architectural grade wood doors, steel doors and frames for all Prevailing Wage jobs. Shall be trained by their employer's, employer's apprenticeship, or in factory training classes in the proper methods and techniques and requirements for the installation of Architectural Grade commercial wood and metal doors, frames and hardware in conformance with all local, state, and federal code.
12	Drywall and Ceiling Tile Installers	Apply plasterboard, or other wallboard to ceilings, or interior walls of buildings. Apply or mount acoustical tiles or blocks, strips, or sheets of sound-absorbing materials to ceilings and walls of buildings to reduce or reflect sound. Materials may be of decorative quality. Includes metal stud framing. Exclude "Carpet Installers", "Carpenters – Acoustical Ceiling Installation", and "Tile and Marble Setters".
13	Drywall Finishers and Tapers	Seal joints between plasterboard or other wallboard, including bedding and texturing, to prepare wall surface for painting or papering.

14	Electrician	Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete electrical installation. To include the installation of cabling, wire, conduits and end devices for Temperature Control, Building Automation, and Energy Management Systems, et cetera. Includes installation of photovoltaic solar panels.
15	Elevator Installers and Repairers	Assemble, install, repair, or maintain electric or hydraulic freight or passenger elevators, escalators, dumbwaiters, or wheelchair lifts.
16	Fence Erectors - Include with Skilled Labor	Erect and repair metal and wooden fences and fence gates around highways, industrial establishments, residences, or farms, using hand and power tools. Excludes rock and stone fences.
17	Floor Layers – Carpet and Resilient	Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors. Lay and install carpet from rolls, tiles or blocks on floors. Install padding and trim flooring materials. Installs variety of soft floor materials including vinyl and VCT. Exclude wood floors and specialty floors.
18	Floor Layers - Specialty	Prepares surface, installs and finishes specialty floor material such as manufactured or engineered and laminated wood.
19	Floor Layers - Wood	Install, scrape and sand wooden floors to smooth surfaces using floor scraper and floor sanding machine, and apply coats of finish to include gymnasium and bowling alleys.
20	Glaziers	Installs glass in windows skylights, store fronts and display cases, or on surfaces such as: building fronts, interior walls, ceilings and table tops. The installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, cable net systems, canopy systems, structural glazing systems, unitized systems, interior glazing systems, photovoltaic panels and systems, suspended glazing systems, louvers, skylights, entranceway systems including doors and hardware, revolving and automatic door systems, patio doors, store front systems including the installation of all metals, column covers, panels and panel systems, glass hand rail systems, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures. Performs other related duties.
21	Hazardous Materials Removal Workers	Identify, remove, pack, transport, or dispose of hazardous materials, including asbestos, lead-based paint, waste oil, fuel, transmission fluid, radioactive materials, contaminated soil, mold, et cetera. Specialized training and certification in hazardous materials handling or a confined entry permit are generally required. May operate earth-moving equipment or trucks.

22	Heating, Air Conditioning and Refrigeration Service Technician	Repair and service heating, central air conditioning, or refrigeration systems, including oil burners, hot-air furnaces, heating stoves, and air handlers. (Installation of systems is performed by sheet metal worker). Includes HVAC mechanic.
23	Insulation Workers – Mechanical	This work includes the preparation, alteration, application, removal, hauling, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulations with such materials as may be specified when those materials are to be installed for thermal purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats and equipment, or on any hot or cold surfaces for the purpose of thermal control or to be installed for sound control purposes mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping. This work also includes all labor connected with insulation for; temperature control, personnel protection, safety and/or prevention of condensation. This work also includes all labor connected with hauling, distribution and cleanup of materials on the job premises. All thermal tape, pads, metered fittings (insulation, metal or plastic), batts and lags.
24	Irrigator- Landscape, Certified	Certified by TCEQ to install watering systems in various sizes and grades of lawn in order to maintain sufficient pressure and to insure even dispersal of water.
25	Laborer	Performs manual duties in all phases of construction. Demolition (interior and exterior), Flagging and Traffic Control, General Clean-Up, Air and Power Tool Operators (Including chipping guns, jackhammers and tampers), Carpenter Laborer/Tenders (all material handling and clean-up), Brick, Block, Rock and Stone Mason Laborer/Tenders (except refractory), Floor Layer and Tile Setter Laborer/Tenders, Scaffold Builders, Mortar Mixers, Grading and Fine Grading, Concrete Workers (chute/hose operator, raking, shoveling and vibrating), Concrete Buggy Operators, Cement Finisher Laborer/Tenders, Asphalt Laborer (raking, shoveling, luting, ironing, dumping and spreading), Plaster Laborer/Tenders, Landscapers and Planters, Plumber Laborer/Tender (trenching, material handling, back filling), Electrician Laborer/Tender (trenching, material handling, back filling), Fence and Guardrail Builders, Form Strippers, Culvert Builders, Man Hole Builders, Drywall, Stocking and Handling, Man-Lift/Scissor-Lift Operator*, Skid-Steer Operators (Bobcats and similar)*, Forklift and All-Terrain Forklift Operators*, Mini-Excavator Operators*, and Sand/Water Blasters. (*Equipment Operators Incidental to Laborers' scope of work). Landscape or maintain grounds of property using equipment as needed. Workers typically perform a variety of tasks, which may include any combination of the following: sod laying, mowing, trimming, planting, watering, fertilizing, digging, raking, sprinkler repair, and installation of mortarless segmental concrete masonry wall units.
26	Locksmith	Self-explanatory.

27	Mechanic	Maintains and repairs construction tools and equipment.
28	Painters - Building	Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. Exclude "Paperhangers."
29	Paper Hanger	Measures, cuts, and hangs wallpaper and Fiber Reinforced Paneling.
30	Pipelayers	Lay pipe for storm or sanitation sewers, drains, and water mains. Perform any combination of the following tasks: grade trenches or culverts, position pipe, or seal joints.
31	Pipe Fitters and Steamfitters	Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes pressurized lines and flow lines for gas, air, and oil found in industrial settings.
32	Plaster, Stucco, Lather, and EIFS Applicator	Apply interior or exterior plaster, stucco, or similar materials. May also set ornamental plaster. Applies acoustical plaster, interior and exterior plastering of stone imitation or any patented materials when cast. Molds and sets ornamental plaster and trim and runs ornamental plaster cornice and molding.
33	Plumbers/ Medical Gas Installer	Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Assemble, install, alter, and repair pipelines or pipe systems that carry medical gases or liquids. Specialized training and certification required.
34	Reinforcing Iron and Rebar Workers	Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Includes post-tensioning. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools.
35	Roofers	Cover roofs of structures with shingles, tile, slate, asphalt, aluminum, wood, metal and related materials. May spray roofs, sidings, and walls with material to bind or seal sections of structures. Includes metal and membrane roofs.

36	Sheet Metal Workers	Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, seal the system, pressure test and test and balance , control boxes, drainpipes, architectural sheet metal, hangers, brackets, used in the installation of sheet metal, and installs grills, registers, and furnace casings. Work may involve any of the following: setting-up and operating fabricating machines to cut, bend, and straighten sheet metal, operating soldering equipment to join sheet metal parts; inspecting, assembling, and smoothing seams and joints of burred surfaces, including metal flashings, gutters, canopies, soffit's, louvers, skylights and custom metal roofs. Installs warm air furnaces except where necessary piping for gas, or oil is performed under the plumbing and pipefitting classification. Include sheet metal duct installers who install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes. Fire life safety, damper inspection, stairwell pressurization. May install other heating and cooling devices which are in connection with duct systems.
37	Structural Iron and Steel Workers/Metal Building Erector	Rigging, raise, place, and unite iron or steel, prefabricated metal buildings precast concrete, precast "tilt-up" panels, concrete and steel bridge members, concrete decking, ornamental iron, hand rails, stairs, curtain wall/glass framework, girders, columns, beams, and other structural members to form completed structures or structural frameworks using hand tools, power tools, and hoisting equipment. Erects frame of building, using hoist. Bolts steel frame members together. Attaches wire and insulating materials to framework. Attaches sheet metal panels to framework including standing seam sheets. Installs and trims sheet metal on prefabricated metal buildings, using cutting torch, power saw, and tin snips. Rigging of heavy equipment, assembly and disassembly of cranes. May erect metal storage tanks. Exclude "Reinforcing Iron and Rebar Workers".
38	Tile Setters	Apply hard tile, terrazzo tile and veneer to walls, floors, and ceilings. Includes surface preparation as necessary.

2016 BUILDING DEFINITIONS

- Welder - Receives rate prescribed for craft performing operation to which welding is incidental.
- Fork Lift and Man Lift (boom and scissor) - Receives rate prescribed for craft performing operation to which operation of this equipment is incidental.

General Provisions County of El Paso, Texas

These General Provisions are considered standard language for all County of El Paso BIDS and Request for Proposal documents. If any “specific bid requirements” differ from the General Provisions listed here, the “specific bid requirements” shall prevail.

1. **BID/PROPOSAL PACKAGE**

- a. The request for bid/proposal, general and special provisions, drawings, specifications/line item details, contract documents and the bid/proposal sheet are all considered part of the bid/proposal package. Bids/Proposals must be submitted on the forms provided by the County, including the bid/proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid/proposal sheet/contract page (s) may disqualify the bid/proposal from being considered by Commissioners’ Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this bid/proposal and to sign the bid/proposal sheet/contract under the terms and conditions in this bid/proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners’ Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid/proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder/proposer is required to thoroughly review this entire bid/proposal packet to familiarize themselves with the bid/proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.
- b. **Bid/Proposal must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed bids/proposals will not be accepted. Late bids/proposals will not be considered under any circumstances.**
- c. Any bid/proposal sent via express mail or overnight delivery must have the BID/RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid/proposal may be cause for disqualification.

2. **COMPETITIVENESS AND INTEGRITY**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this bid/proposal to the El Paso County Purchasing Agent or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all bids/proposals. The signature acknowledges that the proposer has read the bid/proposal documents thoroughly before submitting a bid/proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Bid/Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. BIDDERS'S/PROPOSER'S RESPONSIBILITY

The Bidder/Proposer must affirmatively demonstrate its responsibility. The Bidder/Proposer must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of one (1) years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Bid/Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF BIDS/PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids/proposals and waive any informality in the bids/proposals received; (2) disregard the bid/proposal of any proposer determined to be not responsible. The County further reserves the right to reject any bid/proposal due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to bid/proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid/proposal procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for bid/proposal opening. Vendors are to propose as specified herein or propose an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that the County of El Paso is seeking.

Under Local Gov't Code Section 262.005 and Health & Safety Code Section 361.426, the County is required to give preference to products made of recycled materials if they meet specs. The County is also required to encourage the use of recycled products in developing new procedures and specs. They are also required to eliminate procedures and specifications that explicitly discriminate against products made of recycled materials.

6. SUBSTITUTES

It is not the County's intent to discriminate against any material of equal merit to those specified however, should the proposer desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

7. EXCEPTIONS TO BID/PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the bid/proposal. This sheet will be labeled, "Exceptions to Bid/Proposal Conditions", and will be attached to the bid/proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Bidder/Proposer must specify in its bid/proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the bid/proposal and should indicate its possible or actual advantage to the program being offered.

The County reserved the right to offer these alternatives to other proposers.

8. PRICING

Bid/Proposals for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Bid/Proposal will be either lump sum or unit prices as shown on the bid/proposal sheet. The net price will be delivered to the El Paso County, including all freight or shipping charges. In case of error in extension, unit prices shall govern. BID/RFP subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your bid/proposal.

Unless prices and all information requested are complete, bid/proposal may be disregarded and given no consideration.

In case of default by the contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

9. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, El Paso County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151.

10. MODIFICATION OF BIDS/PROPOSALS

A bidder/proposer may modify a bid/proposal by letter at any time prior to the submission deadline for receipt of bids/proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder/proposer guaranteeing authenticity. Bids/Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of the County Purchasing Agent.

11. SIGNATURE OF BIDS/PROPOSALS

Each bid/proposal shall give the complete mailing address of the Bidder/Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid/proposal shall include the Bidder's/Proposer's Federal Employer Identification Number (FEIN), failure to sign the Contract page(s) and bid/proposal response sheet will disqualify the bid/proposal from being considered by the County. The person signing on behalf of the

Bidder/Proposer expressly affirms that the person is duly authorized to render the bid/proposal and to sign the bid/proposal sheets and contract under the terms and conditions of this BID/RFP and to bind the Bidder/Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

12. **AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS**

Pursuant to the Texas Local Government Code

Bids shall be awarded to the responsible bidder that submits the lowest and best bid.

Bid/Proposals will be made to the responsible proposer whose bid/proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid/Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

The County reserves the right to reject any or all bids/proposals in whole or in part received by reason of this BID/RFP and may discontinue its efforts under this BID/RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County. County reserves the right to accept or reject all or any part of the bid/proposal, waive minor technicalities, or to award by item or by total bid/proposal. Price should be itemized.

A Bidder/Proposer whose bid/proposal does not meet the mandatory requirements set forth in this BID/RFP will be considered noncompliant.

Each Bidder/Proposer, by submitting a bid/proposal, agrees that if its bid/proposal is accepted by the Commissioners' Court, such Bidder/Proposer will furnish all items and services upon the terms and conditions in this BID/RFP and contract.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Bids/Proposals.

13. **PUBLIC INFORMATION ACT**

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Bidder/Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid/proposal. County agrees to provide notice to Bidder/Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

14. **RESULTANT CONTRACT**

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid/proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of bidder/proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County to determine whether a bidder/proposer is responsible. The term of the resultant contract will begin as stated in the contract executed by the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

15. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Bids/Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

16. CONTRACTOR INVESTIGATION

Before submitting a bid/proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid/proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

17. NO COMMITMENT BY COUNTY

This Request for Bid/Proposal does not commit the County to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid/proposal to this request, or to procure or contract for services or supplies.

18. BEST AND FINAL OFFERS

In acceptance proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

19. SINGLE BID/PROPOSAL RESPONSE

If only one (1) bid/proposal is received in response to the Request for Bids/Proposals, a detailed cost bid/proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid/proposal in order to determine if the price is fair and reasonable.

20. REJECTION/DISQUALIFICATION OF BIDS/PROPOSALS

El Paso County reserves the right to reject any or all bids/proposals in whole or in part received by reason of this bid/proposal package and may discontinue its efforts for any reason under this bid/proposal package at any time prior to actual execution of the Contract by the County. Bidders/Proposers may be disqualified and rejection of bid/proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the bid/proposal form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the bid/proposal form.
- C. Failure to properly complete the bid/proposal.
- D. Bids/proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders/proposers.

21. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid/proposal, a written notice of such revision will be posted on the County Purchasing website. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is posted on the County Purchasing website. It shall be Bidder's/Proposer's responsibility to check the website prior to the bid/proposal opening date to verify whether any addendums have been posted.

22. BID/PROPOSAL IDEAS AND CONCEPTS

The County reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any bid/proposal.

23. BID/PROPOSAL DISCLOSURES

Results of bids/proposals for the purchase of goods, materials, general services and construction are considered public information at the time of the bid/proposal opening. All information contained in the bid/proposal response is available for public review.

The Proposal for Services: Only the names of those who submitted proposals will be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

24. WITHDRAWAL OF BID/PROPOSAL

Bidders/Proposers may request withdrawal of a sealed bid/proposal prior to the scheduled bid/proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids/proposals may be withdrawn for a period of sixty (60) calendar days after opening of the bids/proposals.

25. INDEMNIFICATION

- A. The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against El Paso County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

- B. 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. A 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.

26. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO THE COUNTY OF EL PASO

GENERAL LIABILITY:

\$1,000,000 – Each Occurrence
\$1,000,000 – General Aggregate
\$1,000,000 – Personal & Advertising Injury
\$1,000,000 – Products/Completed Operations – Aggregate
 \$5,000 – Premises Medical Expense
 \$500,000 – Fire Legal Damage Liability
County named as "Additional Insured"
Waiver of Subrogation

AUTOMOBILE:

\$1,000,000 – Each Occurrence
County named as "Additional Insured"

Waiver of Subrogation

WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident

\$1,000,000 – Employers Liability – Each Employee

\$1,000,000 – Employers Liability – Disease – Policy Limit

Statutory Limits

Waiver of Subrogation

CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project

Bid Bond

Performance & Payment Bond

PROFESSIONAL SERVICES additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number. Successful bidder shall carry in full force Workers' Compensation Insurance Policy (ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County. Insurance is to be placed with insurers having a best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder. In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

County of El Paso shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

27. MANDATORY DISCLOSURES:

Texas law requires the following disclosures by vendors:

Conflict of Interest Disclosure Reporting (required of all vendors responding to the Bid/RFP/RFQ)

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form), in which the vendor must disclose any covered affiliation or business relationship with County personnel that might cause a conflict of interest with a local government entity. A list of County elected officials and employees that will award the bid/proposal and/or make recommendations for award are included in this bid/proposal. By law, a completed questionnaire must be filed with the County of El Paso County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this bid/proposal. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

Disclosure of Interested Parties (only required of vendors who are awarded the Bid/RFP/RFQ)

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter.

Compliance with this new requirement requires logging into the Texas Ethics Commission website, at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm Several instructional videos are available there.

28. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid/proposal, that the bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid/proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid/proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid/proposal, or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid/proposal price of the contractor or any other bidder/proposer, or to fix any overhead, profit or cost element of the bid/proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid/proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid/proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid/proposal.

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Bid/Proposal.

No officer or employee of the County, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County contracts for this service.

29. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

30. MERGERS, ACQUISITIONS

The Bidder/Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a bid/proposal is submitted.

If subsequent to the award of any contact resulting from this BID/RFP the Bidder/Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Bidder's/Proposer's Federal Identification Number (FEIN); and
3. New Bidder's/Proposer's proposed operating plans.

Moreover, Bidder/Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder/Proposer has actual knowledge of the anticipated merger or acquisition. The new Bidder's/Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

31. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder/Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder/Proposer attributed to these delays, should any occur. In addition, Bidder/Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

32. ACCURACY OF DATA

Information and data provided through this BID/RFP are believed to be reasonably accurate.

33. SUBCONTRACTING/ASSIGNMENT

Bidder/Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Bidder/Proposer of any of its responsibilities under this contract.

34. INDEPENDENT CONTRACTOR

Bidder/Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Bidder/Proposer or its subcontractors perform in providing the requirements stated in the Request for Bid/Proposal.

35. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Vendor's work in every respect. In this regard, the Vendor shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Vendor shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's/Proposer's work and performance under this contract. In the event any such material is not held by the vendor in its original form, a true copy shall be provided.

The County of El Paso is an equal opportunity employer.

36. PROCUREMENT ETHICS

CODE OF ETHICS TRAINING AFFIDAVIT FORM

El Paso County Code of Ethics Training Requirement for Vendors:

Any vendor involved in a single procurement exceeding \$50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each bid/proposal packet. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

Optional On-Line Training: As an alternative to reading and completing the El Paso County Code of Ethics Training Affidavit, in compliance with Section 161 of the Texas Local Government Code, the training on the El Paso County Code of Ethics is accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources.

The optional On-Line Training may be accessed and completed at:

http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm

If completed on-line, the training receipt should be printed out and included with the BID/RFP/RFQ/RFI.

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.

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

Texas Local Government Code Section 262.0271 states the County may give preference to bidders that provide reasonable health insurance coverage to its employees, over a bidder that doesn't provide such insurance. Complete the questionnaire below if applicable. If not, check box #3.

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

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

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

3. **No. The bidder is not requesting the Health Insurance Benefits Preference.**

Checking Box #3 will not disqualify you from participating in this bid selection process.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative



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

RE: Bid # 18-009, Rehabilitation of Five (5) Single Family Housing Units Located in the Colonias of Horizon View Estates and Agua Dulce

Dear Vendor:

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. Attached is a copy of the questionnaire.

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 Ruben J. Vogt
Commissioner Carlos Leon
Commissioner David Stout
Commissioner Vincent M. Perez
Commissioner Andrew Haggerty

County Employees: Debra Carrejo CPPO, CPPB-Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Pete Gutierrez, Buyer II
Betsy Keller, County Administrator
Araceli Hernandez, Formal Bid Buyer
Oscar B. Avila, Procurement Data Analyst
Blanca Guereca, Procurement Data Analyst
Elvia Jauregui, Formal Bid Supervisor/Buyer
Edward Dion, County Auditor
Barbara Franco, Auditor First Assistant
Wallace Hardgrove, Budget & Financial Manager
Lee Shapleigh, Assistant County Attorney
Diana Shearer, Assistant County Attorney
Ian R. Kaplin, Assistant County Attorney
Michael Martinez, Administration
Lorena Rodriguez, Analyst
Irene G. Valenzuela, Executive Director
Diana G. Marroquin, Program Manager
Jose J. Macias, Building Construction Coordinator

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

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

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Effective January 1, 2016, Texas Legislature adopted [House Bill 1295](#), which states that a governmental agency may not enter into certain contracts with a business entity, unless the business entity submits a disclosure of interested parties to the governmental entity. **This Certificate of Interested Parties - Form 1295 must be submitted before the county can enter into the contract**

- The Form 1295 must be submitted online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- Upon completion, you will be provided a verification printout.
- The printout must be notarized and then submitted to the County of El Paso for verification.

Upon the County's receipt of your notarized Form 1295, the contracting process can begin. Failure to complete and submit the Form 1295 will delay the contract from possibly being awarded and could result in loss of the contract

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

COUNTY OF EL PASO, TEXAS
Solicitation Check List

Bid # 18-009
Rehabilitation of Five (5) Single Family Housing Units Located
in the Colonias of Horizon View Estates and Agua Dulce

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, January 18, 2018. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Bid?

_____ 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?

_____ If seeking preference, did you sign the "Health Insurance Benefits Questionnaire"?

_____ Did you sign and complete the required "Conflict of Interest Questionnaire"?

_____ Did you sign and complete the required "Certificate of Interested Parties Form"?

_____ Did you sign and complete the required "Ethics Training Affidavit Form"?

_____ Did you provide one original and three (3) electronic versions of the complete bid (CD/DVD/Flashdrive) in Word/PDF Format? Electronic copies must reflect the original hard copy.