



COMMISSIONERS COURT COMMUNICATION

AGENDA DATE: August 5, 2013

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO
(IF APPLICABLE): _____

SUBJECT:

Approve and authorize the Purchasing Agent to solicit bids for the new construction of four (4) homes under the TXCDBG Colonia Self Help Center Grant Contract No. 710013 of the Texas Department of Housing and Community Affairs (TDHCA). Bid specifications were approved by the PRP on July 25, 2013.

BACKGROUND/DISCUSSION OF TOPIC:

On February 7, 2013, the Texas Department of Housing and Community Affairs (TDHCA) conducted a site visit to El Paso County and toured the Self Help Center's colonias. During the site visit and tour, the TDHCA offered an additional \$500,000 in grant funds to the County of El Paso under the Colonia Self Help Center program. On June 24, 2013, the Court authorized the County Judge to execute an amendment to this funding contract formalizing the increase in funding award.

Under the original contract the Self Help Center completed nine newly constructed homes for colonia residents, completed ten utility connections, upgraded the Center's technology lab and provided 100 computer literacy classes to colonia residents and equipped the tool lending library with new tools for the community's use. The additional funding will facilitate the construction of four more homes in our colonia service area, facilitate the repair of five more homes under our small repair program and expand our colonia solid waste collection effort. This amendment will contribute an additional \$75,000 in administrative funds that may be utilized to offset staff salaries.

FISCAL IMPACT:

Increases grant funds by \$500,000. Total award under this contract is \$1,693,828.21.

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

March 18, 2013

June 24, 2013

RECOMMENDATION: The Department recommends approval.

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY:

LEGAL REVIEW:

LEGAL REVIEW NOTES (If Applicable):

DATE:

SUBMITTED BY:

Rosemary V. Neill, Director of Family and Community Services (915) 834-8201

**Design and Construction of Four (4) Homes
EL PASO COUNTY SELF HELP CENTER
HOUSING RE-CONSTRUCTION PROGRAM**

GENERAL CONDITIONS

BACKGROUND

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

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

The funding for this program is from a grant from the Texas Department of Housing and Community Affairs (TDHCA). The funds are federal **Community Development Block Grant (CDBG)** funds subject to all applicable federal regulations governing Equal Opportunity and Civil Rights Acts. Funding for this program is limited. Bidders are asked to provide a comprehensive bid according to the specifications. **If acceptable compatible cost efficient alternative to the stated specifications is available, bidders are invited to specify such an alternative.**

All properties are serviced by municipal water and are in the Horizon Regional Municipal Utility District's Certificate of Convenience and Necessity (CCN). None of the properties are currently serviced by a public sewer system. All the homes have On-Site Sewage Facilities (OSSF-septic tanks) approved by the County of El Paso. In some instances, the newly constructed homes may have to be built while the current occupants reside on the property. Occupants will not be relocated by the program. Voluntary relocation may be necessary and will be determined on a case by case basis.

GENERAL INFORMATION

1. The County of El Paso encourages the participation of all interested residential homebuilders.
2. Contractor must comply with all applicable federal, state and local laws and regulations; must have adequate general liability and vehicle insurance and may not be on a local, state or federal Consolidated List of Debarred, Suspended and Ineligible Contractors and Grantees.
3. A performance and payment bond is required for this project. Bidders must have the staff, equipment, financial and technical resources needed to effectively perform all required activities upon award.
4. A pre-bid site visit may be arranged at the request of the bidders to a property selected as representative of the four properties in the project. Aerial photographs of the properties are included for your convenience. **HOWEVER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT ALL THE PROPERTY SITES TO ENSURE AN ACCURATE AND COMPREHENSIVE BID.**

5. Within ten (10) days of notification of a contract award, the successful bidder must provide the Contract Administrator with the following:
 - a. A list of subcontractors
 - b. Certificates of Insurance from the issuing company showing current coverage
 - c. Schedule of values for construction project. (AIA format)
6. Product Submittals-contractor must provide samples to the Homeowner for selection for all materials as cited in the specifications and provide reasonable time for homeowner selection. Items to be submitted for approval are exterior paint, flooring materials, shingles, and counter tops or any other item 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.
7. Bids submitted must be honored for sixty (60) calendar days from deadline date.
8. 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.
9. Progress payments during construction are made no more often than bi-weekly and based upon the Homeowner's and Contractor's certification that the work for requested payment is complete and that all materials and labor reflected in that progress payment request has been or will be paid from such progress payment. All request for payments will be made as follows:
 - a. The Contractor will submit in writing to the Contract Administrator, a list of items, their costs, and a sum of the item costs for work to be paid along with the applicable Building Contractor's Request for Payment Form-28 provided in Appendix A (an electronic form will be provided to the awarded contractor). This will be based on **completed items only** from the schedule of values submitted by the Contractor prior to construction.
 - b. The Contract Administrator will inspect such work as soon as possible (usually within one (1) business day) from receipt of such request by the Contractor.
 - c. The Contract Administrator will pay the Contractor within ten (10) calendar days from the date of progress approval. Payment is issued based on the Financial Department's payment schedule.
10. Contractor is responsible for following all building codes and obtaining and paying for all building, plumbing, electrical, septic tank, and other permits, as applicable, for the specified work.
11. Bidders must have at least five (5) years full-time experience in the construction of single family residential dwelling units.
12. Bidders are encouraged to familiarize themselves with the program's Housing Re-Construction Guidelines. Appendix B.
13. Bidders will secure the construction site. Homeowners will be required to sign a waiver of liability for damages or injuries should they intrude on the secured construction site.
14. The awarded bidder will coordinate with the homeowner and the Contract Administrator on the best location for constructing the new home.

Potential disqualification factors

1. Unsatisfactory past performance of a particular bidder on projects of similar scope and complexity. References WILL be contacted and verified.
2. Bid packages, which are incomplete, lack required documentation, are not signed and dated, or are illegible will be considered non-responsive and will be rejected.
3. Failure to complete the required Ethics Training and submit a Conflict of Interest Questionnaire (CIQ) in a timely manner as required by state law.

INSTRUCTION TO BIDDERS

FOR CONSTRUCTION

1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use.

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to the Grant Recipient or Project Manager no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties via the County website no less than five (5) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

3. Inspection of Site

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint himself with the conditions there existing. The county will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

4. Alternate bid items

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

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including the bid, the bid bond, and the statement of bidders' qualifications shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.
- d. The Grant Recipient may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

- a. Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by the Purchasing Department prior to the closing date and time.
- b. Likewise, any bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to the Grant Recipient until the sealed bid is open.

7. Bid Bond

- a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the County of El Paso or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.
- b. The bid bond or its comparable, will be returned to the bidder as soon as practical after the opening of the bids.

8. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The Grant Recipient shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the Grant Recipient 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 Grant Recipient that the bidder is qualified to carry out properly the terms of the contract.

9. 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.

10. Corrections:

Erasures or other corrections in the bid must be noted and initialed by the signer of the bid.

11. Time for Receiving Bids

The contractor is solely responsible for ensuring that the full proposal is received by The County of El Paso, Purchasing Department (hereafter PURCHASING) in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The county shall not be responsible for any delays in mail or by express mail carriers or by transmission errors or delays or missed delivery. All late bids will be rejected. The VENDOR shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the Vendor's sole risk.

12. Opening of Bids

The Purchasing Department shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

13. Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating his purpose in writing to the Purchasing Department. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

14. Award of Contract/Rejection of Bids

- a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The County of El Paso reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.

- b. The Grant Recipient reserves the right to consider as unqualified any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

15. Execution of Agreement/Performance and Payment Bonds

- a. Performance and Payment Bonds, Requires all prime contractors which enter into a formal contract in excess of \$25,000 with the State, any department, board, agency, municipality, county, school district or any division or subdivision thereof, to obtain a Payment Bond in the amount of the contract before commencing with work and a performance bond for public works contracts in excess of \$100,000.
- b. The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Grant Recipient may grant, 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. In either case, the Grant Recipient 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.

16. Prevailing Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

17. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, gender, or national origin.

GENERAL CONTRACT CONDITIONS

FOR CONSTRUCTION

1. Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed with assistance from the CDBG and is subject to all applicable Federal and State laws and regulations.
- (b) The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto 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 Owner and (Name of Construction Co.), hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means (name of engineering firm), Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract.
- (d) 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, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision By Contractor

- (a) Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the County, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He 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.

4. 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 he has verified the subcontractor as eligible to participate in federally funded contracts.
- (b) No proposed subcontractor shall be disapproved by the city/county except for cause.
- (c) The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

5. 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.

6. Payments to Contractor

- (a) Partial Payments

- 1) The Contractor shall prepare his requisition for partial payment bi-weekly and submit it, with the required number of copies, and the required payment request forms to the Grant Recipient for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. 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 agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection by the Owner.
- 2) Bi-weekly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. 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 Owner. Such payments shall not constitute a waiver of the right of the Owner 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 Owner in all details.

(b) Final Payment

- 1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.
- 2) Before paying the final bill, the Owner, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, 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.
- 3) Any amount due the Owner 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 Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

(d) Withholding Payments

The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, 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 Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

- (a) The Owner 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 of his obligations under the Contract or any guarantee given by him 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 the CDBG staff 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 Owner 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 Agreement, the Owner 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.

8. Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten 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 Owner, 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 Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.
- (d) If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

- (a) Right of the Owner to Terminate Contract.

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner 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 Owner 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 Owner 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 Owner for any excess cost incurred. In such event the Owner 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.

(b) 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 Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$750.00 for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

(c) 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:
 - a) 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;
 - b) Any acts of the Owner;
 - c) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 2) Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner 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 Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. 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, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Disputes

- (a) All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.
- (b) The Contractor shall submit in detail his claim and his proof thereof.
- (c) If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

12. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

13. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Owner in three copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.
- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time; the Owner may approve the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

14. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require 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 two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Owner may require in responding to these requests of the Contractor. 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 technical 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 technical specifications as "equal to" any particular standard, the Owner shall decide the question of equality.

- (b) The Contractor shall furnish to the Owner 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 Owner may require the Contractor to dismiss from the work such employee or employees as the Owner may deem incompetent, or careless, or insubordinate.

16. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Owner, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Owner. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Owner in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Owner will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials

and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Owner will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
- 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Owner;
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4) The Owner will pay all other expenses.

17. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable 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 technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- (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 technical specifications), the Contractor shall remove such work without cost to the Owner.
- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, 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 the Project Area 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) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) 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 Owner, shall moisten the bank and 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 his 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) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- (c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.
- (d) D 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 he shall at his own expense completely repair any damage thereto caused by his operations.
- (e) 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 Owner 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 Owner 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 Secretary 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 Owner with reports concerning these matters.
- (d) The Contractor shall indemnify and save harmless the Owner 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 times conduct his work in such a manner as to insure 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 Owner, 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 Owner at the expense of the Contractor.

20. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. 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 in strict accordance with existing and governing health regulations.

21. Use of Premises

- (a) The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

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 Area and public rights of way reasonably clear. Upon completion of the work, he 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. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner 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 Area 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 Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area 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 Owner.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

- (c) The Contractor shall notify the Owner 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 Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.
- (d) Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, 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 his 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 allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- (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 (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 Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

24. Review by Owner

The Owner 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 Owner through its authorized representatives or agents.

25. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Owner will make the arrangements necessary to have

final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

26. Deduction for Uncorrected Work

If the Owner 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 Owner and subject to settlement, in case of dispute, as herein provided.

27. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

- (a) 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.
- (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, Vehicle Liability Insurance, and Builder's Risk Insurance in the following amounts: (\$1,000,000, \$1,000,000, \$1,000,000, \$1,000,000.)
- (c) Proof of Insurance: The Contractor shall furnish the Owner 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 ten (10) days written notice has been received by the Owner."**

28. 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 him to the Owner 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 in the hands of the Owner. 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.

29. 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 Owner 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 therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

30. Compliance with Air and Water Acts

(a) In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

- 1) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- 2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended.
- 3) Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

- (b) If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Owner. The Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

31. Equal Employment Opportunity

- (a) The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, gender, 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, gender, or national origin. Such action shall include, but not be limited to the following: employment, promotion, 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 by the owner.
- (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 consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
- (e) Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- (f) The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- (g) The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (h) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.

- (i) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

32. Affirmative Action for Workers with Disabilities

The Contractor will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

33. 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, 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.

34. The Provision of Local Training, Employment, and Business Opportunities

- (a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The Contractor will include this clause in every subcontract for work in connection with the project.

35. Non Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his

employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

36. Job Offices

- (a) The Contractor and his 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 Owner shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the Owner, the Contractors 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.

37. Partial Use of Site Improvements

The Owner 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 technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- (c) The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

38. Contract Documents and Drawings

The County will furnish the Contractor without charge 2 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

39. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within 90 calendar days thereafter.

40. 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 Owner the sum of seven hundred fifty Dollars (\$750.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

Federal Labor Standards Provisions

U.S. Department of Housing
And Urban Development

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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less 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 Part 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 Part 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 rate and fringe benefits therefore 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 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)(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 an 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 or contributions or costs anticipated for bona fide fringe benefits or cash equivalents there 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 (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 Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(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 maintained under 29 CFR Part 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 paragraph A.3.(ii)(b) of this section.

(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 paragraph A.3.(i) of this section 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 Part 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. Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. 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 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, 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 29 CFR Part 5.5.

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 David-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 1010, 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. 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 he or she is employed on such work to work in excess of forty 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 forty 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 eight hours or in excess of the standard workweek of forty 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 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

(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 (formerly part 1518) 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).

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

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

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

- A. To ascertain from the Grant Recipient'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 insure 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 insure 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 _____, we the undersigned have
(name of company)
read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Signature

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 L/M Residents
Totals				

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 he desires.

Name of Bidder: _____ Date Organized: _____

Address: _____ Date Incorporated _____

Number of Years in contracting business under present name _____:

CONTRACTS ON HAND:

Contract	Amount \$	Completion Date

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

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: _____

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

Credit available: \$ _____ Bank reference: _____

PROPOSED DIVERSITY STATEMENT

You must mark all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- | | | | |
|-----------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Caucasian
American (Male)
_____% | <input type="checkbox"/> Public-Held
Corporation
_____% | <input type="checkbox"/> Government
Agency
_____% | <input type="checkbox"/> Non-Profit
Organization
_____% |
|-----------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------------|

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

- | | | | | | |
|--------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Resident-
Owned*
_____% | <input type="checkbox"/> African
American
_____% | <input type="checkbox"/> **Native
American
_____% | <input type="checkbox"/> Hispanic
American
_____% | <input type="checkbox"/> Asian/Pacific
American
_____% | <input type="checkbox"/> Asian/Indian
American
_____% |
|--------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------|

- | | | | |
|---------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> Woman-Owned
(MBE)
_____% | <input type="checkbox"/> Woman-Owned
(Caucasian)
_____% | <input type="checkbox"/> Disabled
Veteran
_____% | <input type="checkbox"/> Other (Specify):
_____% |
|---------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------|

WMBE Certification
Number: _____

Certified by
(Agency): _____

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

(17) Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

(18) General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

(19) Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

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

Yes No

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

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

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

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

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

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the County of El Paso in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this _____ day of _____, 20____.

By:(signature) _____ Title: _____

(print name) _____

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.	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned hereby certifies that:	
<input type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> 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).	
<input type="checkbox"/> The <u>Non Segregated Facilities</u> clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.	
<input type="checkbox"/> The <u>Equal Employment Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).	
<input type="checkbox"/> The <u>Affirmative Action for Handicapped Workers</u> clause is included in the contract.	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
NAME AND TITLE OF SIGNER (Please type)	

SIGNATURE	DATE

SECTION 504 CERTIFICATION

**POLICY OF NONDISCRIMINATION ON THE BASIS
OF DISABILITY**

The _____ does not discriminate on the basis of disability in the
(Name of company)
admission or access to, or treatment or employment in, its federally assisted programs or
activities.

(Name) _____

(Address) _____

City State Zip

Telephone Number () _____ - _____ Voice

() _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

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 of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he 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. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

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

(b) The undersigned is:

(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

(Contractor)

Date

By

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of El Paso

_____, being first duly sworn, deposes and says that:
(Person Authorized)

(1) (S)he is _____ of _____, the Bidder that has
Title Bidding Company

submitted the attached Bid;

(2) (S)he 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 County of El Paso (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 _____

SAMPLE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ as PRINCIPAL, and _____, as SURETY are held and firmly bound unto _____ hereinafter called the "Owner", 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, THEREFOR, if 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 Owner 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 Owner 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-bounded parties have executed this instrument under their several seals 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 _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate

Seal

Title: _____

* Power-of-attorney for person signing for surety company must be attached to bond.

SAMPLE 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 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 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)

_____ 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 CONTRACTOR is Partnership, all partners should execute BOND.

SAMPLE 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 Recipient)

(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 CONTRACTOR 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 CONTRACTOR is Partnership, all partners should execute BOND.

Instructions

General Building Specifications

The units are to be constructed in compliance with the following codes/regulations/orders:

- El Paso County Commissioners Court Adopted Residential Building Code Order www.epcounty.com/publicworks/
- International Residential Code for One Family & Two-Family Dwellings – Latest edition in use
- Southern Building Code Congress-Latest edition in use
- Texas Minimum Construction Specifications
- International Building Codes – Latest edition in use
- International Energy Conservation Code – Latest edition in use
- National Electric Code - Latest edition in use
- National Plumbing Code – Latest edition in use
- Colonia Housing Standards – See Appendices

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

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

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

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

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

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

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

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

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

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

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

5. I understand that a percentage of project construction funds will be retained for thirty (30) days pending completion of the Final Inspection and Verification. The amount of retainage will be set out in the contract. Failure to complete punch list items or warranty work during this time will result in forfeiture of the retainage.

 Signature of Building Contractor

 Date

Special Conditions Construction Requirements & Payment Process

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

1. Time of Completion

- A. The number of workdays shall be set out in the Contract. The number of workdays shall be counted as consecutive calendar days (Saturdays, Sundays & holidays inclusive). Unless indicated otherwise, the number of workdays shall commence on the effective date of the Notice to Proceed. In the absence thereof, the effective date shall be the earlier of either Date that foundation forms are first set or the date upon which the plumbing Rough-In begins.
- B. The Contract has no provisions for time extension(s) due to weather. However, upon the approval of the Contract Administrator, additional days may be awarded on a case by case basis.
- C. Upon completion of the work and acceptance by the Contract Administrator and the homeowner, the Certificate of Final Inspection and Verification is issued and the Warranty Period begins.
- D. Thirty (30) days after the issuance of the Final Inspection and Verification of all contractual conditions, retainage will be released to the Contractor unless the Contract Administrator determines that the retainage should not be released (such as Liquidated Damages and/or Back charges).

2. Materials and Site:

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

3. Homeowner Relationships and Preferences:

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

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

4. Payment for Work:

Progress payments are made no more often than bi-weekly and based upon the Contractor's certification that the work for which payment is requested has been completed and that all materials and labor reflected in that progress payment request has been or will be paid from such progress payment. The amount of retainage held will be set out in the contract.

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

5. Utility Usage:

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

6. Insurance & Workers Compensation Insurance:

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

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

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

7. Change Orders:

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

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

8. Regulatory Agencies, etc.:

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

9. Safety of the Workplace:

Safety is the sole responsibility of the Contractor. The Contractor is responsible for any job-related illness or injury to workers and shall indemnify and hold harmless the Contract Administrator being a City, County and/or Non-Profit, its consultants, agents, the project staff, and the owner of home and their family in the event an on-the-job illness or injury occurs. The assisted homeowners will not be relocated during the construction period. Homeowners will reside in their existing home while their new home is constructed. Contractor must take the necessary safety precautions under these circumstances.

10. Texas Minimum Construction Specifications and Code:

The Texas Minimum Construction Specifications are included in the Contract Documents. Where there is question as to its meaning or application, contact the Contract Administrator for clarification. Claims for "Extras" are not allowed unless properly processed and approved as written Change Orders pursuant with the requirements of the Contract Documents.

The latest edition of the International One & Two-Family Dwelling Code is an integral part of the Contract Documents for the project(s). Contractor is required to obtain a copy of this Code and become familiar with its contents. Copies can be obtained from various sources, including the Southern Building Code Congress International in Austin, Texas.

11. Contract Agreement:

The conditions included in the Contract Agreement are included in these Special Conditions as though reprinted here in their entirety.

12. Accessibility Standards for Construction:

The construction of handicapped accessible Baths and Kitchens, if applicable, shall comply with the requirements of the "Fair Housing Accessibility Guidelines" as published in the Federal Register, Volume 56, No. 44. Contractor shall be responsible for compliance with these rules.

13. Job Site:

The Contractor shall use the site and its facilities only for the construction called for. The electrical, sanitary waste, water, and gas systems shall be used only for construction purposes and during the construction phase only. Contractor shall not enter adjacent properties without prior permission of those property owners. Contractor shall be liable for making all arrangements for such entry and for repairing fences and any property damage caused by his operations.

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

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

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

14. Scheduling and Liquidated Damages

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

Construction period will be a maximum of ninety days (90).

Liquidated damages in the amount of \$750.00 per day per uncompleted project shall be charged from the end of the construction period until final completion is reached per project.

15. Workmanship and Warranty:

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

Contractor will provide minimum one-year warranty on all materials and workmanship. Contractor will use all new materials. Additional warranty period can be authorized by the

Contract Administrator if determined necessary due to circumstances including but not limited to unconventional construction technique or unconventional material.

16. Other Requirements and Interpretations:

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

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

18. Assignment:

Contractor shall not assign this Contract.

19. Venue

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

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

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

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

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

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

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and

assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

SCOPE OF WORK

DESIGN

Successful bidder will design and submit within 5 (five) business days of bid award complete detailed house plans using the floor plan in Appendix C as a guide. The detailed house plan must consist of the following:

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

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

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

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

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

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

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

House plans will be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for approval. Plans may not be implemented without prior TDHCA approval.

\$ _____

SITWORK

Demolition

Remove any existing concrete slab, trees, vegetation, structure, mobile home and/or debris and dispose of all debris properly and leave site clean. If the structure is a mobile home, contractor will retain salvage rights to the mobile home but must remove the existing mobile home from the property, dismantle it for scrap and properly dispose of all unsalvageable scrap. Contractor will not be allowed to sell or lease such mobile home. Contractor is required to present proof of dismantling and proper disposal of mobile home.

Per home \$ _____

Site and Grading

Conduct a geotechnical soils test per property. Such report must be submitted for review and approval prior to commencing construction.

Per home \$ _____

Drainage

Provide a drainage plan prepared by a professional engineer licensed in the state of Texas. The drainage plan must include provisions adequate to comply with on-site ponding as required by the El Paso County Public Works Department.

Include costs associated with items such as top soil, fill dirt, ditching, digging of ponds, irrigation to mitigate dust pollution, etc. that may be needed to achieve adequate drainage.

Per home \$ _____

Surveys

Conduct and submit a survey of the property with the current structure(s).

Per home \$ _____

Conduct and submit a survey of the property with the new structure as completed.

Per home \$ _____

FOUNDATION AND STRUCTURE

Foundation

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

Per home \$ _____

Ventilation

Roof vents shall be used in conjunction with soffit vents to provide adequate removal of summer heat as well as winter moisture. Soffit to be 12 inch vented white wood soffit. Fascia must be installed on wood band nailed to rafter tails and must be wider than the cut of the rafter; preferred to be 2x6.

Per home \$ _____

FLOORING

Install vinyl composition tile ASTM F-1066, Class 2; 12” x 12”; 1/8” gauge. Color and pattern to be selected by the homeowner from the following choices ONLY: **V-607 Pecan Pie; V-988 Spicenut; V-622 Mocha** or equivalent color palette. Installation shall be in accordance with manufacturer’s recommendations inclusive of floor preparation. Pattern to properly match with all seams parallel (individual room). Caulk wall/floor joint to eliminate air infiltration.

Per home \$ _____

CARPENTRY

Ceiling Framing

2 X 8 #2 or better Per home \$ _____

Roof Framing

2 X 6 #2 or better Per home \$ _____

Wall Framing

Wood framing to be 2 X 4 studs

Sheathing-7/16 OSB Per home \$ _____

Roof construction

Minimum 225# 30 year asphalt shingles or equivalent on 15# felt on 7/16" OSB sheathing; sheet metal flashing where roof abuts any vertical surface. All flashing and valley material must be standard grade 29 gauge galvanized sheet metal. All pipes projecting through the roof must have metal stack flashing or neoprene rings.

Per home \$ _____

Interior Walls

All interior walls and ceilings are to be covered with a minimum 1/2" gypsum board. Surfaces to be taped, floated (3 coats) and sanded. Water resistant gypsum backer board is required around bathtubs and showers.

Per home \$ _____

DOORS AND WINDOWS

Interior Doors

All interior doors must be hollow core 32" with a minimum thickness of 1 3/8" with a lockset. Install door stops.

Per home \$ _____

Exterior Doors

Install 1-3/4, solid core 36” pre-hung, pre-drilled heavy duty wood frame, and steel insulated door (no vinyl or plastic trim) with keyed-alike single-cylinder locksets and deadbolts with peephole at client specified height. Jamb and head weather-stripping aluminum anodized clear. Aluminum thermal break threshold at exterior doors to accommodate the door and provide weather tight seal. Threshold at entry doorway shall not exceed 1/2 inch to meet handicap accessibility guidelines. Raised thresholds and floor level changes at accessible doorway shall be beveled with a slope no greater than 1:2. Set all thresholds in caulk.

Per home \$ _____

Windows

Windows must be double pane Low E insulated glass assemblies. Windows must have a U-factor of 0.35 or less. Insect screens shall conform to ASTM D 3656, Class 2, mesh plastic fabric. Insect screen frames shall be aluminum, complete with all necessary hardware, and shall have a baked enamel finish to match window frame color. Area between window frame and framed opening shall be insulated, trimmed, weatherstripped, and caulked so as to minimize air infiltration to the maximum extent possible.

Per home \$ _____

PAINT

Exterior Painting

Exterior surface must be stucco. Exterior paint to be 100% acrylic latex and carry a quality of no less than a 15 year warranty. Homeowner must choose from one of three options provided by contractor. .

Per home \$ _____

Interior Painting

Interior paint for walls, ceiling, and trim must receive two coats white, off-white or beige 100% acrylic latex; prime and paint. Flat or semigloss finish. Homeowner must select the finish and from these stated color options ONLY.

Per home \$ _____

CABINETS AND TRIM

Interior Trim

Baseboard must be a base mold or SPF lumber 3”. Door trim must be 3” SPF lumber or equivalent.

Per home \$ _____

Cabinets

Install new cabinets in kitchen. Stock design from manufacturer’s standard line. Completely prefinished. (30” wall cabinets with two adjustable shelves.) Base cabinets to have fixed plywood shelves. Color to be selected by Owner. Use (birch) (3/4” exterior plywood). Manufacturer and style of cabinets shall comply with ANSI A161.1, Recommended Minimum Construction & Performance Standards for Kitchen Cabinets, and shall be labeled same. Apply white silicone sealant around cabinets, countertop and bath vanity. Cabinet hardware must include self-aligning three (3) points nylon roller suspension for the drawer suspension.

Per home \$ _____

Countertop (Kitchen)

Install high-pressure laminated plastic. Post formed top with roll front and integral 4” back splash wherever cabinet meets wall. Formica or equal. Contractor to provide homeowner with three selections.

Per home \$ _____

HEATING AND COOLING

Heating

Must be U.L. listed furnace; Energy Star central heating forced air system. Must be compatible with the square footage of the home. Furnace must be high efficiency, forced air, automatic fan control unit. Unit must have gas shutoff located adjacent to the unit. Unit must be installed by a licensed HVAC contractor. New unit shall be installed with all necessary clearances, electrical, venting, supply and return ducts, plumbing, thermostats, etc. as required to provide adequate heating and cooling to each individual room. All ductwork in unconditioned spaces is required to be insulated. All ductwork shall be adequately secured. All connections of vents and registers shall be sealed where they meet the floor, wall and ceiling. For homes supplied by propane gas, units must be retrofitted with appropriate fittings that support propane gas supply.

Per home \$ _____

Cooling

Cooling unit must be an evaporative cooling system (minimum SEER 14) compatible with the square footage of the home. Energy Star preferred.

Per home \$ _____

MECHANICAL

All plumbing installations must conform to the Southern Building Code Congress.

Bathroom

Lavatory Sink

Must be solid surface sink one piece design with integrated 4" backsplash and side splash countertop or equivalent. From the cream/beige/almond color family. Must come with pre-drilled for 4" center set faucets. Faucets must be chrome plated brass 2-handle lever medium grade Delta or equal. Must include dual control unit with water, DWV, and cut off valve hardware. Vanity base must be wood veneer on front and sides.

Per home \$ _____

Shower Tub Unit-hallway bathroom

Install standard shower with bathtub. Bathtub to be oval in rectangle American Standard Americast or equivalent in white with slip-resistant bottom. Right-hand drain. Valve must be washerless and chrome plated unit with 2-handle tub/shower acrylic plastic knobs. Bathtub size to meet specifications in the floor plan. Install a standard single spray chrome plated shower head with 6" shower arm complete with flange. Shower backsplash to be grouted ceramic wall tile 4-in x 4-in. Tile and grout color to be selected by homeowner from a standard palette.

Per home \$ _____

Shower-master bedroom

Install a roll-in shower **without a tub**. Shower entrance must be beveled and must transition to VCT floor tile. Tile walls and floor with 4"x4" bathroom/shower ceramic tile with built in soap ledges/dishes. Tile pattern to be chosen by homeowner from a standard color palette. Grab bar enforced for future ADA conversion. Valve must be washerless, chrome plated brass unit with 2-handle acrylic plastic knobs. Install a chrome plated handheld shower head with 60 in. tangle-free hose, wall mount and mounting bracket; 5-spray setting.

Per home \$ _____

Toilet

Install new white round bowl low flow type unit 1.6 America Standard or equivalent. To have tank gaskets, flow valve assembly, handle, mountings, lid and seat and water and waste water line connections. Water line must have cut off valves.

Per home \$ _____

Bathroom accessories

Install new chrome finish (24") towel bar(s) in each bathroom. Install a chrome toilet paper holder in each bathroom. Install a chrome metal shower rod for shower curtain in each bathroom. Rod to be plumb with outside of tub. Install a recessed wall mounted mirrored medicine cabinet in each bathroom. All accessories to be anchored in stud walls or with hollow wall anchors.

Per home \$ _____

Kitchen

Kitchen sink must be new stainless steel 6" deep double basin, 30" self rim unit to include strainers/drain plugs, water and waste line connections. Rim must be sealed to countertop with standard sealer (i.e. plumbers putty, dap sealer, etc). Water lines must have cut off valves at sink. Faucets to be low-arc, chrome plated, quarter-turn drip-free washerless cartridge type, 8-in center distance, 2-acrylic plastic knobs. **NO GARBAGE DISPOSER. NO SIDE SPRAYER.**

Per home \$ _____

Washer and Dryer

Washer/Dryer Rough-In

Install a washing machine supply and drain complete with single 110v and single 220v electrical outlets for washer and dryer. Provide and install 1/2" hot water and 1/2" cold water with valve and 1 1/2' drain for washer. Provide vent through wall complete with backdraft damper and exterior cover. Trim, caulk, and seal all openings.

Per home \$ _____

Hot Water Heater

Water heater to be 40 gallon high efficiency, gas fired automatic tank type heater located as per plans. Cap off any unused piping. Unit must include all new venting and connections. Gas outlet and cut off must be located at front of water heater closet. Fresh air inlets are required at top and bottom to allow combustion air to vent from the outside. Installation must be according to SBCC. For homes supplied by propane gas, units must be retrofitted with appropriate fittings that support propane gas supply.

Per home \$ _____

Drain, Waste, Vent (DWV) Lines

Drain, waste, and vent lines must be standard schedule 40 polyvinyl chloride (PVC) pipe and fittings. All penetrations through the roof to be with integral flashing. (do not use tar or caulk instead of flashing). Must have clean-out located at exterior of house.

Per home \$ _____

Miscellaneous

Hose Bibs

Install hose bibs at locations on plans. Exterior hose bibs must be the frost-proof anti-siphon hose bibs. Install frost-proof hose bib vacuum breaker on all exterior hose bibs.

Per home \$ _____

Wastewater

All homes are serviced by septic tanks. Install and reroute necessary piping to connect to existing septic tank and make connection.

Per home \$ _____

Water

Reroute existing residential waterline piping or install code approved waterlines and make connection (Inspection may be required by the appropriate Municipal Water District).

Per home \$ _____

Natural Gas

For homes with a natural gas supply, contractor must ensure that it reroutes and connects the gas supply line using code approved methods. (Inspection may be required by the appropriate natural gas provider). For homes with a propane gas supply, contractor must ensure that it reconnects the gas supply using code approved methods.

Per home \$ _____

ELECTRICAL FIXTURES

Bathroom

Bathroom exhaust fan with light **combination**, 50 CFM White, 4-in plastic damper with 100 watt maximum incandescent lighting, including bulb. Must be U.L. approved and installed to meet all applicable codes. Must be vented to exterior with rigid or flex metal duct work to soffit exhaust hood with vent screen, or roof-top mounted exhaust cap kit.

Kitchen

New white wall-mounted range hood/light combination must be U.L. listed and **duct vented vertically through the roof**. 2-speed fan control and washable aluminum filter. Accepts up to a 75-watt bulb (include light bulb).

Per home \$ _____

Smoke Detector

Battery powered 9-Volt U.L. listed smoke detector unit installed according to State of Texas property code, Southern Building Code and manufacturer's recommendation at location(s) specified on project plans.

Per home \$ _____

CO Detector

One battery operated carbon monoxide alarm with 9-volt battery included. Complete with silence button and tamper-resistant locking pin. CO detector to be installed at location specified on project plans.

Per home \$ _____

MISCELLANEOUS ELECTRIC

Install minimum 100 amp circuit breaker panel meeting ADA accessibility guidelines.

Per home \$ _____

Install electrical receptacles and switches as specified on project plans. All electrical receptacles and switches must meet ADA accessibility guidelines. All electrical installations must conform with the current National Electric Code (N.E.C.) GFCI's will be installed at any outlet that is within six feet of a water source measured at the shortest distance, such devices will be properly grounded and tested for proper function.

Per home \$ _____

Install one (1) cable outlets in living area; (1) one telephone outlet in the kitchen area

Per home \$ _____

Install 42-in ceiling fan with light kit (include light bulbs); 3-speed reversible motor, 4 reversible blades, flushmount in the living/dining area and all bedrooms.

Per home \$ _____

Install two (2) outside waterproof outlets as specified in the plans. They must be GFCI protected. GFCI's will be installed at any outlet that is within six feet of a water source measured at the shortest distance, such devices will be properly grounded and tested for proper function.

Per home \$ _____

INSULATION

Wall Cavity

Provide paper faced fiberglass batt insulation that have a thermal resistance “R” value of at least R-15. Blown insulation is acceptable but should have proper fire retardance and be placed above and below fire blocking.

Per home \$ _____

Ceiling/Attic

Provide unfaced fiberglass batt insulation having a thermal resistance “R” value of at least R-30. Install baffles or air chutes as necessary to contain the insulation and ensure proper ventilation of the attic. The contractor shall certify R-values by placing a certification tag in a visible area.

Per home \$ _____

SPECIAL EQUIPMENT

Furnish and install one (1) 30” Gas Range (White). For homes supplied by propane gas, appliances must be retrofitted with appropriate fittings that support propane gas supply.

Per home \$ _____

Subtotal Per home \$ _____

Total for nine (4) homes \$ _____

ALTERNATE BID ITEM: TOTAL FOR (5) HOMES \$ _____

APPENDIX A (See attachment)

APPENDIX B (See Attachment)

APPENDIX C (See Attachment)

APPENDIX D

COLONIA HOUSING STANDARDS

ACCESSIBILITY OF STRUCTURES BUILT UNDER THE PROGRAM

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

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

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