

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

Bid # 16-027



**Opening Date
Tuesday, April 26, 2016**

El Paso County Code of Ethics Training Affidavit

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

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

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

What is a vendor:

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

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

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

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

El Paso County Code of Ethics Training Affidavit (continued)

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

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

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

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

authorized to bind the company, known as

(Company name)

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

Name_____

Title_____

Company Name_____

Address_____

Signature_____

Date_____



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

Memorandum

To: All Vendors

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

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

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

INVITATION FOR BIDS

The County of El Paso will receive Bids for Home Rehabilitation Program for the County of El Paso Colonia Self Help Center, Bid #16-027, until 2:00 P.M., on Tuesday, April 26, 2016, at the County Purchasing Department, 800 East Overland, Rm 300 El Paso, Texas 79901 at which time and place all bids will be publicly opened and read aloud.

Bids are invited upon the several items and quantities of work as follows:

BASE BID

The project consists of but is not limited to the following:

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

ADDITIVE ALTERNATES – Any additive alternates included in this bid will be prioritized. Based on funding availability, Additive Alternate #1 will be selected first, followed by Additive Alternate #2 and so on.

Pre-Bid Meeting and Site Visit

A **mandatory project site visit** to each of the five (5) proposed home rehabilitation project sites is scheduled on **Tuesday, April 12, 2016 at 9:00 a.m.** Vendors will meet at the El Paso Colonia Self Help Center located at 15371 Kentwood Ave. Horizon, Texas 79928. A pre-bid conference will follow immediately after the site visits.

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@epcounty.com before **Wednesday, April 6, 2016, at 12:00 p.m.** Bid number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

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

A certified cashier's check, payable to the order of County of El Paso or a satisfactory Bid Bond in the amount equal to five percent (5%) of the total contract price, executed with a surety company authorized to do business in the State of Texas and must be included in the bid package.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The County of El Paso reserves the right to reject any or all Bids or to waive any technicalities in the bidding.

Bids may be held by the County of El Paso for a period not to exceed ninety (90) days, or such longer time as may be required by the funding agencies, from the date of the bid opening for the purpose of reviewing the for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

INSTRUCTIONS TO BIDDERS

1. BID FORMS

These Contract Documents include a complete set of bidding and contract forms, which are for the convenience of bidders.

2. INTERPRETATIONS OF ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the County of El Paso Purchasing department. Any inquiry received prior to **Wednesday, April 6, 2016** will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the County Purchasing department at least five days before Bids are opened. In addition, all addenda will be posted on the County's website. It shall be the Bidder's responsibility to check the County website to verify if any Addenda have been issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder should fully acquaint him/herself with the existing conditions of the site of the proposed work relating to construction and labor, and should fully inform him/herself 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 instrument or to visit the site and acquaint himself with the conditions there existing and the County will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

5. BIDS

- a. All Bids must be submitted on forms supplied by the County of El Paso and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations; excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guarantee, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", bid number, project name, name of Bidder, and date and time of bid opening in order to guard against premature opening of the Bid.

- c. The County may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, the County will award it to a responsible Bidder on the basis of the lowest bid as provided by law and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

6. BID GUARANTEE

- a. The Bid must be accompanied by a Bid Guarantee, which shall not be less than 5 percent (5%), of the amount of the Bid. At the option of the Bidder, the guarantee may be a certified cashier's check or a bid bond in the form attached. A guarantee or a surety company listed in the latest issue of U.S. Treasury Circular 570 shall secure the Bid bond. No Bid will be considered unless it is accompanied by the required guarantee. Certified cashier's check must be made payable to the order of El Paso County. Cash deposits will not be accepted.

The Bid Guarantee shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

- b. Revised Bids submitted before the opening of bids, whether forwarded by mail, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guarantee adjusted accordingly; otherwise the Bid will not be considered.
- c. Certified cashier's checks or the amount thereof, Bid bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

7. COLLUSIVE AGREEMENTS

- a. Each Bidder submitting a Bid to a The County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.
- b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval in a notarized affidavit.

8. CONTRACT PRICE QUOTES

A lump sum quote must be submitted. However, for changing quantities of work items from those indicated by the contract drawings, a breakdown of the lump sum quote into unit prices shall also be provided. These unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Any changes shall be processed in accordance with the GENERAL CONDITIONS. The net monetary values of such additive and subtractive changes, if any, shall not increase or decrease the original contract price by more than twenty-five (25%), except for work not covered in the drawings and technical specifications as provided.

9. CORRECTIONS

Erasures or other changes in the contractor's bid response must be explained or noted over the signature of the Bidder.

10. TIME FOR RECEIVING BIDS

- a. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered under any circumstances.

11. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the County will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any technicalities therein. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening. The bid guarantee of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids and applicable law. The Bidder to whom the award is made will be notified at the earliest possible date. The County, however, reserves the right to reject any and all Bids and to waive any technicality in Bids received whenever such rejection or waiver is in its interest.
- b. The County reserves the right to consider as unqualified to do the work of general construction 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.

14. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BONDS

- a. Subsequent to the award within thirty (30) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the County an Agreement in substantially the form included in the Contract Documents in such number of copies as the County may require. If the Bidder objects to any provision in the form contract, it should be noted in the bid and suggested alternate language proposed.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within ten (10) days of notice of award, furnish two (2) surety bonds, each in a penal sum of 100% of the amount of the Contract. A **Performance Bond** shall serve as security for the faithful performance of the Contract. A **Payment Bond** shall serve as surety for the payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and

transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as those included in the Contract documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a surety company listed in the latest issue of the U.S. Treasury Circular 570 and such surety must be authorized to do business in Texas in accordance with the provisions of Government Code Section 2253.001 et seq. The penal sums shall be within the maximum specified for such company in said Circular 570.

- c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the County may grant, based upon reasons determined sufficient by the County, shall constitute a default, and the County may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the County for a refund.

15. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

CONTRACT AGREEMENT

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

ARTICLE 1. Statement of Work The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project, namely, as described in the BASE BID, and required supplemental work for the Home Rehabilitation Program for the County of El Paso Colonia Self Help Center, all in strict accordance with the Contract Documents including all addenda thereto, numbered, dated _____, and _____ dated _____, all as prepared by _____ acting and in these Contract Documents Preparation, referred to as the "Engineer".

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

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

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions
- g. Technical Specifications
- h. Drawings (as listed in the Schedule of Drawings)
- i. Prevailing wage rates
- j. Fixed Price Construction Contract (see sample contract included in this bid)

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in 4 original copies on the day and year first above written.

_____ By
_____ Title

_____ By
_____ Title

BID FORM (LUMP SUM CONTRACT)

Place County of El Paso Purchasing Department

Date _____

Project No. 16-027

Proposal of _____ (hereinafter called Bidder), a corporation organized under the laws of the State of _____/a partnership/an individual doing business as _____(strike out inapplicable references) and authorized to do business in Texas.

To the County of El Paso (hereinafter called Owner).

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the Home Rehabilitation Program for the County of El Paso Colonia Self Help Center that consists of the following:

The project consists of but is not limited to the following:

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

Having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies: and to construct the project in accordance with the Contract Documents within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed: of the Owner and to fully complete the project within **ninety (90)** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **\$800.00** or each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

Bidder acknowledges receipt of the following addenda:

Date

Addendum Number

Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy and four (4) electronic versions of the complete bid (CD/DVD/Flashdrive) in Word/PDF Format. Electronic copies must reflect the original hard copy.**

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number (Applicable to Grant
Funded Project)

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

UNIT PRICES

For changing quantities of work items from those indicated by the contract drawings upon written instructions from the architect/engineer, the following unit prices shall prevail:

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the GENERAL CONDITIONS.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any technicalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of Owner's written acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond as required by the GENERAL CONDITIONS.

The bid security attached in the sum of _____ (_____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By _____

_____ TITLE

_____ ADDRESS

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

State of Texas

County of El Paso

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

- (1) He/she is _____ of _____ hereinafter referred to as the "Contractor";
- (2) He is fully informed respecting the preparation and contents submitted _____, the Contractor for certain work in connection with the County of El Paso Contract pertaining to the Project in El Paso County, Texas;
- (3) This bid is genuine and is not a collusive or sham bid.
- (4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with such Contract or to refrain from submitting a bid in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said Contractor's Bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of El Paso or any person interested in the proposed Contract: and
- (5) The prices quoted in the Contractor's 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 affidavit.

(Signature)

(Title)

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

By: _____
(Notary Public)

My Commission Expires _____, 20_____

[standard form- will be modified to suit specific details of Bid Project]

**FIXED PRICE CONSTRUCTION CONTRACT BETWEEN
OWNER AND CONTRACTOR**

This FIXED PRICE CONSTRUCTION CONTRACT BETWEEN OWNER AND CONTRACTOR (the "Contract") is made and entered into by and between **El Paso County, Texas**, a political subdivision of the State of Texas (the "Owner") and _____ (the "Contractor"). This Contract is executed under seal, and shall be effective on _____.

This Contract is for the construction of a project as described by **El Paso County Bid No.** _____ to perform _____ (the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree:

1.

DOCUMENTS INCORPORATED BY REFERENCE

This Contract includes the plans, drawings, and specifications for the Project identified thereon as such, plus the following: **El Paso County Bid No.** _____, all responses from the Contractor and addenda, all of which are hereby incorporated herein by reference and made a part hereof. Change Orders issued hereafter, and any other amendments executed by the Owner and the Contractor, shall become and be a part of this Contract. Documents not included or expressly contemplated in this Paragraph 1 do not, and shall not, form any part of this Contract.

1A.

[unique considerations]

2.

REPRESENTATIONS OF THE CONTRACTOR

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

- (A) The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project;
- (B) The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated;
- (C) The Contractor has received, reviewed and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans and specifications, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

3.

INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

- (A) This Contract, together with the Contractor's and Surety's performance and payment bonds for the Project, if any, constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements. This Contract also supersedes any bid documents;
- (B) Anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price;
- (C) Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Owner and any person except the Contractor;
- (D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;
- (E) The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation";
- (F) The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other,

non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract;

(G) The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the Owner and the Project Manager of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected work. The express or implied approval by the Owner or the Project Manager of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Project Manager to only prepare documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** The Contractor again hereby acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made;

(H) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

- (1) As between figures given on plans and scaled measurements, the figures shall govern;
- (2) As between large scale plans and small scale plans, the large scale plans shall govern;
- (3) As between plans and specifications, the requirements of the specifications shall govern;
- (4) As between this document and the plans or specifications, this document shall govern.

4.

OWNERSHIP OF THE DOCUMENTS WHICH MAKE UP THE CONTRACT

The documents which make up this Contract, and each of them, as well as any other documents furnished by the Owner, shall remain the property of the Owner. The Contractor shall have the right to keep one (1) copy of the Contract upon completion of the Project; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of such Contract on other projects without the Owner's prior written authorization.

5.

CONTRACTOR'S PERFORMANCE

The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

- (A) Construction of the Project in accordance with Bid No. as documents submitted by Contractor in support of its successful bid;
- (B) The furnishing of a performance and payment bond in the full amount of the contract and insurance;
- (C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits required for the construction of the Project. **CONTRACTOR SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY CONTRACTOR OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS CONTRACT;**
- (D) The creation and submission to the Owner of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted to the Owner upon final completion of the Project and receipt of same by the Owner shall be a condition precedent to final payment to the Contractor.

6.

TIME FOR CONTRACTOR'S PERFORMANCE

- (A) The Contractor shall commence the performance of this Contract on the date authorized by Owner/Owner's Representative in a written Notice to Proceed and shall diligently continue its performance to and until final completion of the Project. The Contractor shall accomplish Substantial Completion of the Project on or before _____ **calendar days.**
- (B) The Contractor shall pay the Owner the sum of _____ Dollars (**\$____.00**) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment,

the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages;

(C) The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the Project Manager, the Project is at a level of completion in strict compliance with this Contract such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion;

(D) All limitations of time set forth herein are material and are of the essence of this Contract.

7.

FIXED PRICE AND CONTRACT PAYMENTS

(A) The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price of _____ **Dollars and __ Cents (\$_____ .00)**. The price set forth in this Subparagraph 7(A) shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Contract;

(B) Within **TEN (10)** calendar days of the effective date hereof, the Contractor shall prepare and present to the Owner and the Project Manager the **Contractor's Schedule of Values** apportioning the Contract Price among the different elements of the Project for purposes of periodic and final payment. The Contractor's Schedule of Values shall be presented in whatever format, with such detail, and backed up with whatever supporting information the Project Manager or the Owner requests. The Contractor shall not imbalance it's Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Contractor's Schedule of Values will be utilized for the Contractor's Payment Requests but shall only be so utilized after it has been acknowledged in writing by the Project Manager and the Owner;

(C) The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this Paragraph 7. On or before the **FIFTEENTH (15th)** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit a Payment Request for the period ending the last day of the month. Said Payment Request shall be in such format and include whatever supporting information as may be required by the Project Manager, the Owner, or both. Therein, the Contractor may request payment for ninety percent (90%) of that part of the Contract Price allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if offsite storage is approved in writing by the Owner), less the total amount of previous payments received from the Owner. Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that the Owner has title to such materials or equipment and that they are fully insured against loss or damage. Each such Payment Request shall be signed by the Contractor and shall constitute the Contractor's

representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Manager shall review the Payment Request and may also review the work at the Project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The Project Manager shall approve in writing the amount which, in the opinion of the Project Manager, is properly owing to the Contractor. **The Owner shall make payment to the Contractor within THIRTY (30) days following the Project Manager's written approval of each Payment Request.** The amount of each such payment shall be the amount approved for payment by the Project Manager less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Project Manager's approval of the Contractor's Payment Requests shall not preclude the Owner from the exercise of any of its rights as set forth in Subparagraph 7(F) herein below. The submission by the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the Contractor shall, if required by the Owner, also furnish to the Owner properly executed waivers of lien, in a form acceptable to the Owner, from all subcontractors, materialmen, suppliers or others having lien rights, wherein said subcontractors, materialmen, suppliers or others having lien rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the Owner;

(D) When payment is received from the Owner, the Contractor shall immediately pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for the work covered by such payment. In the event the Owner becomes informed that the Contractor has not paid a subcontractor, materialman, laborer, or supplier as provided herein, the Owner shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialman, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future;

(E) Neither payment to the Contractor, utilization of the Project for any purpose by the Owner, nor any other act or omission by the Owner shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract;

(F) The Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion of or the entire amount previously paid to the Contractor due to:

- (1) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;
- (2) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;

- (3) The Contractor's rate of progress being such that, in the Owner's opinion, Substantial Completion or final completion, or both, may be inexcusably delayed;
- (4) The Contractor's failure to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
- (5) Claims made, or likely to be made, against the Owner or its property;
- (6) Loss caused by the Contractor;
- (7) The Contractor's failure or refusal to perform any of its obligations to the Owner.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 7(F), the Contractor shall promptly comply with such demand;

(G) If within thirty (30) days from the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days' written notice of its intent to cease work to the Owner. Any payment not made within thirty (30) days after the date due shall bear interest at the applicable rate under the Texas Prompt Pay Act, Government Code Chapter 2251;

(H) When Substantial Completion has been achieved, the Contractor shall notify the Owner and the Project Manager in writing and shall furnish to the Project Manager a listing of those matters yet to be finished. The Project Manager will thereupon conduct an inspection to confirm that the work is in fact substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the Project Manager will so notify the Owner and Contractor in writing and will therein set forth the date of Substantial Completion. If the Project Manager, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Contractor. Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion. Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less any amounts attributable to liquidated damages, together with One Hundred percent (100%) of the reasonable costs as determined by the Owner for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims;

(I) When the Project is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Project Manager thereof in writing. Thereupon, the Project Manager will perform a final inspection of the Project. If the Project Manager confirms that the Project is complete in full accordance with this Contract and that the Contractor has performed all of its obligations to the Owner hereunder, the

Project Manager will furnish a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Approval for Payment and is required to repeat its final inspection of the Project, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the Owner from the Contractor's final payment;

(J) If the Contractor fails to achieve **final completion** within **FIFTEEN (15)** days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of _____ **Dollars (\$____.00)** per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages;

(K) Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall furnish the Owner, in the form and manner required by Owner, if any, with a copy to the Project Manager:

(1) An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

(2) If required by the Owner, separate releases of lien or lien waivers from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the Owner or the Owner's property;

(3) If applicable, consent(s) of surety to final payment;

(4) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor, or expressly required herein, as a part of or prior to Project closeout;

(L) The Owner shall, subject to its rights set forth in Subparagraph 7(F) above, make final payment of all sums due the Contractor within ten (10) days of the Project Manager's execution of a final Approval for Payment.

8.

INFORMATION AND MATERIAL SUPPLIED BY THE OWNER

(A) The Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material as being in the possession of the Owner and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey;

(B) The Owner shall obtain all required authorizations, approvals, easements, and the like excluding the building permit and other permits or fees required of the Contractor by this Contract, or permits and fees customarily the responsibility of the Contractor;

9.

CEASE AND DESIST ORDER

In the event the Contractor fails or refuses to perform the work as required herein, the Owner may instruct the Contractor to cease and desist from performing further work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected, no longer exists, or the Owner instructs that the work may resume. In the event the Owner issues such instructions to cease and desist, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

10.

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

(A) The Contractor is again reminded of its continuing duties set forth in Subparagraph 3(G), which are by reference hereby incorporated in this Subparagraph 10(A). The Contractor shall not perform work without adequate plans and specifications, or, as appropriate, approved shop drawings, or other submittals. If the Contractor performs work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the Project Manager and Owner, the Contractor shall be responsible for such work and pay the cost of correcting same;

- (B) All work shall strictly conform to the requirements of this Contract;
- (C) The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;
- (D) The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty;
- (E) The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor. The Contractor shall comply with all legal requirements applicable to the work. **CONTRACTOR SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY CONTRACTOR OR ITS SUBCONTRACTOR(S) IN FURTHERANCE OF THIS CONTRACT;**
- (F) The Contractor shall employ and maintain at the Project site only competent supervisory personnel. **Key supervisory personnel assigned by the Contractor to this Project are as follows:**

NAME	FUNCTION
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So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 10(f) as though such individuals had been listed above;

(G) The Contractor, within **TEN (10) days** of commencing the work, shall provide to the Owner and the Project Manager, and comply with, the **Contractor's schedule for completing the work**. Such schedule shall be in a form acceptable to the Owner. The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project. Each such revision shall be furnished to the Owner and the Project Manager. Strict compliance with the requirements of this Subparagraph 10(G) shall be a condition precedent to payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract;

(H) The Contractor shall keep an updated copy of this Contract at the site. Additionally, the Contractor shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the Owner and the Project Manager at all regular

business hours. Upon final completion of the work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner;

(I) Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless such shall have been approved in writing by the Project Manager. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the Project Manager or the Owner shall not be evidence that work installed pursuant thereto conforms to the requirements of this Contract. The Owner and the Project Manager shall have no duty to review partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. The Contractor shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to the Owner or the Project Manager;

(J) The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment;

(K) At all times relevant to this Contract, the Contractor shall permit the Owner and the Project Manager to enter upon the Project site and to review or inspect the work without formality or other procedure.

11.

INDEMNITY

THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE CONTRACTOR'S PERFORMANCE OF THIS CONTRACT, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE OWNER.

12.

THE PROJECT MANAGER

The Project Manager for this Project is _____ (the "Project Manager"). In the event the Owner should find it necessary or convenient to replace the Project Manager, the Owner shall retain a replacement Project Manager and the role of the replacement Project Manager shall be the same as the role of the Project Manager. Unless otherwise directed by the Owner in writing, the Project Manager will perform those duties and discharge those responsibilities allocated to the Project Manager in this Contract. The duties, obligations and responsibilities of the Project Manager shall include, but are not limited to, the following:

(A) Unless otherwise directed by the Owner in writing, the Project Manager shall act as the Owner's agent from the effective date of this Contract until final payment has been made, to the extent expressly set forth in this Contract;

(B) Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other in the first instance through the Project Manager;

(C) When requested by the Contractor in writing, the Project Manager shall render interpretations necessary for the proper execution or progress of the work;

(D) The Project Manager shall draft proposed Change Orders;

(E) The Project Manager shall approve, or respond otherwise as necessary concerning shop drawings or other submittals received from the Contractor;

(F) The Project Manager shall be authorized to refuse to accept work which is defective or otherwise fails to comply with the requirements of this Contract. If the Project Manager deems it appropriate, the Project Manager shall be authorized to call for extra inspection or testing of the work for compliance with requirements of this Contract;

(G) The Project Manager shall review the Contractor's Payment Requests and shall approve in writing those amounts which, in the opinion of the Project Manager, are properly owing to the Contractor as provided in this Contract;

(H) The Project Manager shall, upon written request from the Contractor, perform those inspections required in Paragraph 7 hereinabove;

(I) The Project Manager shall be authorized to require the Contractor to make changes which do not involve a change in the Contract Price or in the time for the Contractor's performance of this Contract consistent with the intent of this Contract;

(J) THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS CONTRACT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION OR RESPONSIBILITY OF THE PROJECT MANAGER. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY CONTRACT BY AND BETWEEN THE OWNER AND THE PROJECT MANAGER. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE OWNER ARE INDEPENDENT

OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE PROJECT MANAGER TO THE OWNER.

13.

CLAIMS BY THE CONTRACTOR

Claims by the Contractor against the Owner are subject to the following terms and conditions:

(A) All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner and the Project Manager. Such claim shall be received by the Owner and the Project Manager no later than seven (7) calendar days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim;

(B) The Contractor and the Owner shall continue their performance hereunder regardless of the existence of any claims submitted by the Contractor;

(C) In the event the Contractor discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price shall be modified, either upward or downward, upon the written claim made by either party within seven (7) calendar days after the first appearance to such party of the circumstances. As a condition precedent to the Owner having any liability to the Contractor due to concealed and unknown conditions, the Contractor must give the Owner and the Project Manager written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the Contractor to give the written notice and make the claim as provided by this Subparagraph 13(C) shall constitute a waiver by the Contractor of any rights arising out of or relating to such concealed and unknown condition;

(D) In the event the Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall strictly comply with the requirements of Subparagraph 13(A) above and such claim shall be made by the Contractor before proceeding to execute any additional or changed work. Failure of the condition precedent to occur shall constitute a waiver by the Contractor of any claim for additional compensation;

(E) In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost incurred by the Contractor and shall in no event include indirect cost or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third-parties including subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction;

(F) In the event the Contractor should be delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the Owner or someone acting in the Owner's behalf, or by Owner-authorized Change Orders, unusually bad weather not reasonably anticipatable, fire or other Acts of God, the date for achieving Substantial Completion, or,

as applicable, final completion, shall be appropriately adjusted by the Owner upon the written claim of the Contractor to the Owner and the Project Manager. A task is critical within the meaning of this Subparagraph 13(F) if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. Any claim for an extension of time by the Contractor shall strictly comply with the requirements of Subparagraph 13(A) above. If the Contractor fails to make such claim as required in this Subparagraph 13(F), any claim for an extension of time shall be waived.

14.

SUBCONTRACTORS

Upon execution of this Contract, the Contractor shall identify to the Owner and the Project Manager, in writing, those parties intended as subcontractors on the Project. The Owner shall, in writing, state any objections the Owner may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom the Owner objects. All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights of Contract termination as set forth herein below.

15.

CHANGE ORDERS

One or more changes to the work within the general scope of this Contract may be ordered by Change Order. The Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

(A) Change Order shall mean a written order to the Contractor executed by the Owner and the Project Manager after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;

(B) Any change in the Contract Price resulting from a Change Order shall be determined as follows:

(1) By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price being set forth in the Change Order, (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and (c) the Contractor's execution of the Change Order, or,

(2) If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in

the format and with such content and detail as the Owner or the Project Manager requires.

(C) The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order;

(D) The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Owner, the Project Manager, the Contractor's surety, or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

16.

DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

(A) In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Manager, such work shall be uncovered and displayed for the Owner's or Project Manager's inspection upon request, and shall be reworked at no cost in time or money to the Owner;

(B) If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph 16(A) above, it shall, if directed by the Owner or the Project Manager be uncovered and displayed for the Owner's or Project Manager's inspection. If the uncovered work conforms strictly to this Contract, the costs incurred by the Contractor to uncover and subsequently, replace such work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor;

(C) The Contractor shall, at no cost in time or money to the Owner, correct work rejected by the Owner or by the Project Manager as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof;

(D) In addition to its warranty obligations set forth elsewhere herein, the Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of **TWO (2) years** following final completion upon written direction from the Owner.

(E) The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid

Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming work.

17.

TERMINATION BY THE CONTRACTOR

If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Manager. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 19(A) hereunder.

18.

OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

(A) The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to THIRTY (30) calendar days. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;

(B) In the event the Owner directs a suspension of performance under this Paragraph 18, through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of:

- (1) Demobilization and remobilization, including such costs paid to subcontractors;
- (2) Preserving and protecting work in place;
- (3) Storage of materials or equipment purchased for the Project, including insurance thereon;
- (4) Performing in a later, or during a longer, time frame than that contemplated by this Contract.

19.

TERMINATION BY THE OWNER

The Owner may terminate this Contract in accordance with the following terms and conditions:

(A) The Owner may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated for convenience, the Contractor shall be compensated as follows:

(1) The Contractor shall submit a termination claim to the Owner and the Project Manager specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Manager. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with Subparagraph (3) below;

(2) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;

(3) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(a) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 19(A) of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 19(A) shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

(B) If the Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor and assume possession of the Project site and of all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid further until the work is complete. After final completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the Owner of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph 19(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 19(A) and the provisions of Subparagraph 19(A) shall apply.

20.

INSURANCE

The Contractor shall have and maintain insurance in accordance with the requirements of Exhibit "A" attached hereto and incorporated herein by reference.

21.

SURETY BONDS

The Contractor shall furnish **separate performance and payment bonds to the Owner within FIVE (5) calendar days of execution of contract.** If the 5th calendar day is a Saturday, Sunday, or County holiday, Contractor may furnish the bonds to Owner on the next County business day. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably acceptable to the Owner.

22.

PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor of the Contractor, shall be made available to the Owner or the Project Manager for inspection and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

23.

APPLICABLE LAW

The law applicable to this Contract is hereby agreed to be the law of the State of Texas and venue shall lie in El Paso County.

24.

SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the Owner.

25.

PREVAILING WAGE RATES AND APPRENTICESHIP PROGRAM

(A) The Contractor is aware that and hereby agrees that not less than the prevailing wage rates included in the bid specifications, which were adopted by the El Paso County Commissioners Court on **November 19, 2012** for Highway/Heavy Construction and for Building Construction Trades, shall be paid to all workers on the Project. A copy of the prevailing wage rates is attached hereto and by this reference is incorporated herein as part of this contract.

(B) Contractor agrees to comply with Tex. Gov't Code Sections 2258.001 through 2258.058 and acknowledges that it understands that it will pay to the Owner the sum of \$60.00 per day or part of a day, per worker, that a worker is paid less than said prevailing wage rates set forth in this contract.

(C) The Contractor agrees to keep records showing the name and occupation of each worker employed by the Contractor or subcontractor in the construction of the public work and the actual per diem wages paid to each worker. The Contractor further agrees that such records shall be open at all reasonable hours to inspection by the County through its officers and agents.

(D) The Contractor shall post the prevailing wage rate schedules made part of this contract at each work site in a prominent location readily accessible to the workers through the duration of the project. In addition, the Contractor shall post a notice to be provided by the County Director of Public Works regarding Prevailing Wage Rates and the County Apprenticeship Program, in English and Spanish, which shall be posted nearby the prevailing wage rate schedules.

(E) Upon a determination by the County that there is good cause to believe that Contractor or a subcontractor has violated Chapter 2258 of the Texas Government Code, the County shall withhold any amount due under the contract, up to and including the entire contract price, which the Commissioners Court or its agent, in the exercise of reasonable discretion, determines is sufficient to 1) cover the costs to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the Contractor or subcontractor and the amount the worker would have received at the prevailing wage rate and 2) cover the costs of penalties under Section 2258.023 and 3) to ensure compliance with Chapter 2258 for the duration of the project.

(F) At the time the Contractor submits its applications for progress payments to the Project Manager, the Contractor shall provide a certified payroll for all employees during the period of that pay request.

(G) No worker shall be discharged by the Contractor or Subcontractor or in any other manner discriminated against because such worker has filed an inquiry or complaint or instituted or caused to be instituted any legal or equitable proceeding or has testified or is about to testify in any such proceeding under or relating to the prevailing wage rate laws, the apprenticeship program or the provisions of this contract.

(H) The Contractor and subcontractors shall allow expeditious jobsite entry by the County Director of Public Works and his/her agents and representatives displaying and presenting proper identification credentials to the jobsite superintendent or his/her representative. While on the jobsite the County Director of Public Works and his/her agents and representatives shall observe all jobsite rules and regulations concerning safety, internal security and fire prevention. The Contractor and subcontractors shall allow project employees to be interviewed at random for a reasonable duration by the County Director of Public Works and his/her agents and representatives to facilitate compliance determinations regarding the prevailing wage rate payment provisions and apprenticeship program provisions of this contract.

(I) In the event a particular work element of the project calls for a certain employee classification and skill that is not listed in the prevailing wage rate schedules in the contract, the Contractor shall notify the Director of Public Works who shall investigate the matter and make a recommendation to the Commissioners Court to make a special wage rate determination as required.

(J) In accordance with the Order of the Commissioners Court of El Paso County Regarding Apprenticeship Program Requirements adopted on June 23, 2008, the Contractor and all subcontractors must comply with the following:

1. Must sponsor or participate in a DOL certified apprenticeship program for all job classifications utilized on the project and which are “apprenticeable occupations” as defined by DOL regulations;
2. Must hire registered apprentices enrolled in a DOL certified apprenticeship program. **No helpers shall be permitted;**
3. **May not substitute helpers or unregistered apprentices to perform apprentice level work in place of registered apprentices;**
4. Must pay wage rates and benefits package for apprentices as determined by the apprenticeship program/DOL;
5. Must comply with DOL requirements for the ratio of apprentices to journeymen;
6. **Must hire apprentices in all job classifications utilized on the project and which are “apprenticeable occupations” as defined by DOL regulations, unless such placement would not be approved by the apprenticeship program.**

(K) The Contractor shall post the prevailing wage rate schedules made part of this contract at each work site in a prominent location readily accessible to the workers through the duration of the project. In addition, the Contractor shall post a notice to be provided by the County Director of Public Works regarding Prevailing Wage Rates and the County Apprenticeship Program, in English and Spanish, which shall be posted nearby the prevailing wage rate schedules.

(L) The Contractor shall provide the names of all apprentices on the project, verification of their status as registered apprentices, and documentation as to their proper wage rates and journeyman to apprentice ratios as determined by the apprenticeship program.

(M) The County reserves the right to terminate this Contract for cause if the Contractor and/or subcontractors shall breach any of these provisions regarding the payment of prevailing wages or the apprenticeship program.

(N) The Contractor shall cause these and any other appropriate prevailing wage rate and apprenticeship program provisions to be inserted in all subcontracts relative to the work to bind the subcontractors to the same prevailing wage rate and apprenticeship program provisions as are applicable to the Contractor.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF THE PARTIES EXECUTE THIS CONTRACT:

OWNER

CONTRACTOR

APPROVED AS TO FORM AND CONTENT:

THE COUNTY OF EL PASO

By _____
Veronica Escobar
El Paso County Judge

By _____
Name
TITLE
(Signor must be authorized to bind corporation)

Date _____

Date _____

By _____
Ernesto Carrizal III,
Director of Public Works
El Paso County, Texas

Date _____

APPROVED AS TO FORM ONLY:

Assistant County Attorney

EXHIBIT A

INSURANCE REQUIREMENTS

Contractor agrees that, at its own cost and expense, it shall procure and continue in force throughout the term of this Agreement, for the benefit of the County of El Paso, its officers, agents, and employees, the following listed insurance in the designated amounts. All such policies of insurance shall be written by insurance underwriters authorized to do business in the State of Texas. All policies shall name the County of El Paso, its officers, agents, and employees as additional insureds. Contractor shall furnish to the El Paso County Risk Manager a certificate from the insurance carrier showing such insurance to be in full force and effect during the term of this Agreement. Said certification shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to the El Paso County Risk Manager thirty (30) days in advance of the effective date thereof.

1. Worker's compensation Including Occupational Disease, and Employer's Liability Insurance: Procure, and maintain during the life of the contract, Statutory Worker's Compensation Insurance and Occupation Disease Disability Insurance in strict accordance with requirements of the most current and applicable State Workmen's Compensation Insurance Laws for all employees engaged in Work under the contract, and in case any Work is sublet, require each subcontractor to provide Worker's Compensation and Occupational Disease Disability Insurance for the latter's employees engaged in such Work. In case any class of employees engaged in hazardous Work under his Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate Employer's Liability Insurance for the protection of his employees not otherwise protected.

2. Commercial and comprehensive General Liability, including Products Liability and Completed Operations: (Note "Indemnity" clause hereinafter.) Procure, and maintain during the life of the Contract, full comprehensive General Liability and Property Damage Insurance coverage. This coverage shall provide protection from claims for damages for personal injury and bodily injury including in part sickness, disease, and from claims for damages to property (including "Broad Form"), which may arise directly or indirectly out of, or in connection with, the performance of the Work under the Contract by the Contractor or by any of his subcontractors or by anyone directly or indirectly employed by either of them or under the control of either of them, and the minimum amount of such insurance shall be as follows:

(A) BODILY DAMAGE AND PUBLIC LIABILITY INSURANCE IS AN AMOUNT NOT LESS THAN **FIVE MILLION DOLLARS (\$5,000,000.00)** FOR DAMAGES ARISING OUT PERSONAL INJURY AND BODILY INJURY INCLUDING IN PART: SICKNESS, DISEASE OR DEATH OF ONE PERSON AND SUBJECT TO THE SAME LIMIT FOR EACH PERSON AND IN AN AMOUNT NOT LESS THAN **FIVE MILLION DOLLARS (\$5,000,000.00)** IN ANY ONE OCCURRENCE; AND PROPERTY DAMAGE INSURANCE (BROAD FORM) IN AN AMOUNT NOT LESS THAN **FIVE MILLION DOLLARS (\$5,000,000.00)** FOR DAMAGES ARISING OUT OF INJURY TO OR DESTRUCTION OF PROPERTY OF OTHERS IN ANY ONE OCCURRENCE WITH AN AGGREGATE LIMIT IN THE SAME AMOUNT. SUCH POLICY SHALL INCLUDED COMPLETED OPERATIONS COVERAGE AND

SHALL BE MAINTAINED FOR A PERIOD OF AT LEAST THREE (3) YEARS AFTER SUBSTANTIAL COMPLETION OCCURS.

(b) The Property Damage portion of this coverage shall include such hazardous operations as explosion, collapse and underground exposure coverage. In addition, completed Operations Insurance coverage shall be maintained after completion and acceptance of the project for the full guarantee and maintenance period.

(C) AUTOMOBILE LIABILITY AND PROPERTY DAMAGE INSURANCE: PROCURE, AND MAINTAIN DURING THE LIFE OF THE CONTRACT, COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE INSURANCE COVERAGE ON ALL VEHICLES USED IN CONNECTION WITH THE CONTRACT, WHETHER OWNED, NON-OWNED, OR HIRED. THE LIABILITY LIMITS SHALL BE NOT LESS THAN **ONE MILLION DOLLARS (\$1,000,000.00)** FOR INJURY OR DEATH OF EACH PERSON AND IN AN AMOUNT NOT LESS THAN **ONE MILLION DOLLARS (\$1,000,000.00)** IN ANY ONE OCCURRENCE; AND PROPERTY DAMAGE LIMITS OF NOT LESS THAN **ONE MILLION DOLLARS (\$1,000,000.00)** IN ANY ONE OCCURRENCE.

(d) Owner's Protective Liability Policy: Provide the Owner with an Owner's Protective Liability Policy naming the Worker as the named insured, with the Engineer, and each of their officers, agents, and employees as additionally insured under that policy, said policy to protect said parties from claims which may arise from operations under the Contract. This coverage shall be the same company which provides the Contractor's liability insurance coverage, and in the same minimum amounts.

(e) Contractual Liability Coverage: Each and every policy for liability insurance carried by each Contractor and Subcontractor will include a "Broad Form Contractual Liability Coverage" endorsement sufficiently broad to insure the provision titled "indemnity" hereinafter set forth.

(f) INDEMNITY: TO THE EXTENT PERMISSIBLE BY LAW, THE CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND SAVE HARMLESS THE OWNER, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, LIABILITY OR DAMAGE OF ANY CHARACTER AND FROM AND AGAINST COSTS AND EXPENSES, INCLUDING IN PART, ATTORNEY FEES, INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS, CLAIMS LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON, OR DAMAGE TO PROPERTY, INCLUDING IN PART THE LOSS OF USE RESULTING THEREFROM, BASED UPON OR ALLEGEDLY BASED UPON ANY ACT, OMISSION OR OCCURRENCE OF THE CONTRACTOR OR HIS EMPLOYEES, AGENTS, SUBCONTRACTORS, OR SUPPLIERS, OR ANYONE ELSE UNDER THE CONTRACTOR'S DIRECTION AND CONTROL, (REGARDLESS IF CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER), AND ARISING OUT OF, OCCURRING IN CONNECTION WITH, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES CALLED FOR BY THE CONTRACT, OR FORM CONDITIONS CREATED BY THE PERFORMANCE OR NO-PERFORMANCE OF SAID WORK OR SERVICES.

(g) Builder's Risk "All-Risk" Insurance: In addition to such Fire and Extended Insurance coverage which the Contractor elects to carry for his own protection, he shall procure and shall maintain for the life of the Contract, Builder's Risk "All-Risk" Completed Value insurance coverage, including, but not limited to, Fire and standard Extended Insurance coverage, Vandalism and Malicious Mischief, upon the full insurable value of all portions of the Work which is the subject of the Contract and subject to a loss for which such Builder's Risk "All- Risk" insurance coverage gives protection and shall include completed Work and Work in progress. Value of this policy shall be fixed to the total bid price on the Bid Form. This coverage shall be with an insurance company or companies acceptable to the Owner.

(h) Boiler and/or Machinery Insurance: Boiler and/or Machinery Insurance, where appropriate and necessary, shall be procured and maintained by the Contractor until the Work has been completed and accepted by the Owner.

**ORDER OF THE COMMISSIONERS COURT OF EL PASO
COUNTY REGARDING APPRENTICESHIP PROGRAM
REQUIREMENTS**

Whereas, the County of El Paso supports the adoption of an apprenticeship program for all county building construction projects in the amount of \$50,000 and higher and desires the inclusion of language mandating participation in apprenticeship programs certified by the U.S. Department of Labor (DOL) in all County building construction contracts; and

Whereas, the purpose of the apprenticeship program is to require that only journeymen and apprentices registered in an apprentice program certified by DOL perform work on county building construction projects in order to ensure both quality construction work as well as provide training opportunities; and

Whereas, a DOL certified apprenticeship program requirement for local building construction projects is consistent with the state prevailing wage rate law pursuant to Chapter 2258, Texas Government Code.

NOW THEREFORE BE IT RESOLVED, that the County of El Paso adopts the El Paso County Apprenticeship Program requiring the following of all building contractors and their subcontractors on County Building Construction Projects:

1. must sponsor or participate in a DOL certified apprenticeship program for all job classifications utilized on the project and which are "apprenticeable occupations" as defined by DOL regulations, except when there is a state statute requiring certification for an occupation which has inconsistent requirements;
2. must hire registered apprentices enrolled in a DOL certified apprenticeship program;
3. may not substitute helpers or unregistered apprentices to perform apprentice level work in place of registered apprentices;
4. must pay wage rates and benefits package for apprentices as determined by apprenticeship program/DOL;
5. must comply with DOL requirements for the ratio of apprentices to journeymen;
6. must hire apprentices in all job classifications utilized on the project and which are "apprenticeable occupations" as defined by DOL regulations, unless such placement would not be approved by the apprenticeship program.

BE IT FURTHER RESOLVED that the County Purchasing Agent is hereby directed to include notice of the County apprenticeship requirements in all specifications for bids on building constructions projects in the amount of \$50,000 or higher.

APPROVED on this the 23rd day of June, 2008.

ANTHONY COBOS
EL PASO COUNTY JUDGE

County of El Paso, Texas

Building Construction Trades Wage Rates 2012



CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Automatic Fire Sprinkler Fitter, Certified	25.84	16.47	42.31	338.48
Brick Masons and Block Masons	16.92	0.00	16.92	135.36
Carpenters – Acoustical Ceiling	12.50	0.00	12.50	117.68
Carpenter – Rough	14.71	-	14.71	117.68
Carpenter – All Other Work, Millwright	14.85	0.00	14.85	118.80
Caulker / Sealers	10	0.00	10.00	80.00
Door & Hardware and Locksmith	12.00	1.35	13.35	106.80
Drywall and Ceiling Tile and Lather	12.5	0.00	12.50	100.00
Drywall Finishers & Tapers	14	0.00	14.00	112.00
Electrician	20.53	7.19	27.72	221.76
Electronic Technician	18.43	1.01	19.44	155.52
Elevator Installers and Repairers	31.35	15.10	46.45	371.60
Fence Erectors	9.5	0.00	9.50	76.00
Floor Layers—Carpet & Resilient	12.87	0.00	12.87	102.96
Floor Layers – Specialty	13	0.00	13.00	104.00
Floor Layers – Wood	11.50	0.00	11.50	92.00
Fork Lift Operator	18	5.83	23.83	190.64
Glaziers	10	0.00	10.00	80.00
Hazardous Materials Removal Workers	10.00	0.00	10.00	80.00
Heating, Air Conditioning, and Refrigeration Service Technician	22	0.00	22.00	176.00
Insulation Workers – Mechanical	14	0.00	14.00	112.00
Irrigator -- Landscape, Certified	14.92	0.00	14.92	119.36
Laborer, Common	9.88	0.00	9.88	79.04
Laborer, Skilled	13	0.00	13.00	104.00
Manlift Operator Include with trade	12.13	0.00	12.13	97.04
Masons, Cement and Concrete Finishers	13.25	0.00	13.25	106.00
Mason, Rock	17.97	0.00	17.97	143.76
Mason, Stone	11.91	0.00	11.91	95.28
Painters	10	0.00	10.00	80.00
Paper Hanger	10	0.50	10.50	84.00
Pipelayers	15.00	0.00	15.00	120.00
Pipe Fitters and Steamfitters	11.43	3.74	15.17	121.36
Plaster and Stucco Applicator	13.00	0.50	13.50	108.00
Plumbers	17.5	0.00	17.50	140.00
Reinforcing Iron and Rebar workers	18.38	4.64	23.02	184.16
Roofers	16	0.00	16.00	128.00
Sheet Metal Workers	23.92	0.00	23.92	191.36
Structural Iron and Steel Workers	17.2	0.00	17.20	137.60
Tile and Marble Setters	12.50	0.00	12.50	100.00
Truck Drivers, Heavy & Tractor-Trailer	14.69	0.00	14.69	117.52
Truck Drivers, Light (under 26,000 GVW)	15	0.00	15.00	120.00

All persons required to be licensed or certified must meet those qualifications to be paid the associated rate.



COUNTY OF EL PASO, TEXAS

**Paving and Street Construction, Dirt Work,
Heavy Construction, Pipeline Work, Highway
Wage Rates 2012**

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Asphalt Distributor Operator	12.75	0	12.75	102
Asphalt Paving Machine Operator	12.5	0	12.5	100
Asphalt Raker	10.5	0	10.5	84
Backhoe Operator	14	0	14	112
Concrete Finisher (Paving and Structures)	12	0	12	96
Crane Operator, Lattice Boom	17.5	0	17.5	140
Crane Operator, Hydraulic	17	0	17	136
Electrician	23.09	0	23.09	184.72
Excavator Operator	16.1	0	16.1	128.8
Form Builder/Setter	13	0	13	104
Form Setter (Paving and Curb)	10.75	0	10.75	86
Front End Loader	11.75	0	11.75	94
Labor (Common)	9.25	0	9.25	74
Labor (Skilled)	10	0	10	80
Mechanic	17.5	0	17.5	140
Motor Grade Operator	17	0	17	136
Pipe Layer	11.5	0	11.5	92
Reinforcing Steel Setter (Paving)	14	0	14	112
Rock Mason	12	0	12	96
Servicer	12	0	12	96
Traveling Mixer Operator	10	0	10	80
Truck Driver, Single Axle	11	0	11	88
Truck Driver, Tandem Axle	12.74	0	12.74	101.92
Tunneling Machine Operator	13.61	0	13.61	108.88
Utility Operator Grade 1	11.5	0	11.5	92
Utility Operator Grade 2	11	0	11	88
Welder, Certified/Structural Steel Welder	12.08	0	12.08	96.64
Welder	13.08	0	13.08	104.64

All persons required to be licensed or certified must meet those qualifications to be paid the associated rate.

• **Building Construction Trades Wage Rates 2012**

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Automatic Fire Sprinkler Fitter, Certified	25.84	16.47	42.31	338.48
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Carpenters – Acoustical Ceiling	12.50	0.00	12.50	117.68
Carpenter – Rough	14.71	-	14.71	117.68
Carpenter – All Other Work, Millwright	14.85	0.00	14.85	118.80
Caulker / Sealers	10	0.00	10.00	80.00
Door & Hardware and Locksmith	12.00	1.35	13.35	106.80
Drywall and Ceiling Tile and Lather	12.5	0.00	12.50	100.00
Drywall Finishers & Tapers	14	0.00	14.00	112.00
Electrician	20.53	7.19	27.72	221.76
Electronic Technician	18.43	1.01	19.44	155.52
Elevator Installers and Repairers	31.35	15.10	46.45	371.60
Fence Erectors	9.5	0.00	9.50	76.00
Floor Layers–Carpet & Resilient	12.87	0.00	12.87	102.96
Floor Layers – Specialty	13	0.00	13.00	104.00
Floor Layers – Wood	11.50	0.00	11.50	92.00
Fork Lift Operator	18	5.83	23.83	190.64
Glaziers	10	0.00	10.00	80.00
Hazardous Materials Removal Workers	10.00	0.00	10.00	80.00
Heating, Air Conditioning, and Refrigeration Service Technician	22	0.00	22.00	176.00
Insulation Workers – Mechanical	14	0.00	14.00	112.00
Irrigator -- Landscape, Certified	14.92	0.00	14.92	119.36
Laborer, Common	9.88	0.00	9.88	79.04
Laborer, Skilled	13	0.00	13.00	104.00
Manlift Operator Include with trade	12.13	0.00	12.13	97.04

Masons, Cement and Concrete Finishers	13.25	0.00	13.25	106.00
Mason, Rock	17.97	0.00	17.97	143.76
Mason, Stone	11.91	0.00	11.91	95.28
Painters	10	0.00	10.00	80.00
Paper Hanger	10	0.50	10.50	84.00
Pipelayers	15.00	0.00	15.00	120.00
Pipe Fitters and Steamfitters	11.43	3.74	15.17	121.36
Plaster and Stucco Applicator	13.00	0.50	13.50	108.00
Plumbers	17.5	0.00	17.50	140.00
Reinforcing Iron and Rebar workers	18.38	4.64	23.02	184.16
Roofers	16	0.00	16.00	128.00
Sheet Metal Workers	23.92	0.00	23.92	191.36
Structural Iron and Steel Workers	17.2	0.00	17.20	137.60
Tile and Marble Setters	12.50	0.00	12.50	100.00
Truck Drivers, Heavy & Tractor- Trailer	14.69	0.00	14.69	117.52
Truck Drivers, Light (under 26,000 GVW)	15	0.00	15.00	120.00

- All persons required to be licensed or certified must meet those qualifications to be paid the associated rate.

• **Paving and Street Construction, Dirt Work, Heavy Construction, Pipeline Work, Highway Wage Rates 2012**

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Asphalt Distributor Operator	12.75	0	12.75	102
Asphalt Paving Machine Operator	12.5	0	12.5	100
Asphalt Raker	10.5	0	10.5	84
Backhoe Operator	14	0	14	112
Concrete Finisher (Paving and Structures)	12	0	12	96
Crane Operator, Lattice Boom	17.5	0	17.5	140
Crane Operator, Hydraulic	17	0	17	136
Electrician	23.09	0	23.09	184.72
Excavator Operator	16.1	0	16.1	128.8
Form Builder/Setter	13	0	13	104
Form Setter (Paving and Curb)	10.75	0	10.75	86
Front End Loader	11.75	0	11.75	94
Labor (Common)	9.25	0	9.25	74
Labor (Skilled)	10	0	10	80
Mechanic	17.5	0	17.5	140
Motor Grade Operator	17	0	17	136
Pipe Layer	11.5	0	11.5	92
Reinforcing Steel Setter (Paving)	14	0	14	112
Rock Mason	12	0	12	96
Servicer	12	0	12	96
Traveling Mixer Operator	10	0	10	80
Truck Driver, Single Axle	11	0	11	88
Truck Driver, Tandem Axle	12.74	0	12.74	101.92
Tunneling Machine Operator	13.61	0	13.61	108.88
Utility Operator Grade 1	11.5	0	11.5	92
Utility Operator Grade 2	11	0	11	88
Welder, Certified/Structural Steel Welder	12.08	0	12.08	96.64
Welder	13.08	0	13.08	104.64

• All persons required to be licensed or certified must meet those qualifications to be paid the associated rate.

**General Provisions
County of El Paso, Texas**

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

1. BID/PROPOSAL PACKAGE

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

2. COMPETITIVENESS AND INTEGRITY

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

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

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

3. BIDDERS'S/PROPOSER'S RESPONSIBILITY

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

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

4. REJECTION OF BIDS/PROPOSALS

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

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

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

6. SUBSTITUTES

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

7. EXCEPTIONS TO BID/PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the bid/proposal. This sheet will be labeled, "Exceptions to Bid/Proposal Conditions", and will be attached to the bid/proposal. If no exceptions are stated, it will be

understood that all general and specific conditions will be complied with, without exception.

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

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

8. PRICING

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

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

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

9. TAX EXEMPTION

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

10. MODIFICATION OF BIDS/PROPOSALS

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

11. SIGNATURE OF BIDS/PROPOSALS

Each bid/proposal shall give the complete mailing address of the Bidder/Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid/proposal

shall include the Bidder's/Proposer's Federal Employer Identification Number (FEIN), failure to sign the Contract page(s) and bid/proposal response sheet will disqualify the bid/proposal from being considered by the County. The person signing on behalf of the Bidder/Proposer expressly affirms that the person is duly authorized to render the bid/proposal and to sign the bid/proposal sheets and contract under the terms and conditions of this BID/RFP and to bind the Bidder/Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

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

Pursuant to the Texas Local Government Code

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

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

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

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

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

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

13. PUBLIC INFORMATION ACT

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

14. RESULTANT CONTRACT

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

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

15. ESTIMATED QUANTITIES

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

16. CONTRACTOR INVESTIGATION

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

17. NO COMMITMENT BY COUNTY

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

18. BEST AND FINAL OFFERS

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

19. SINGLE BID/PROPOSAL RESPONSE

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

20. REJECTION/DISQUALIFICATION OF BIDS/PROPOSALS

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

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

21. CHANGES IN SPECIFICATIONS

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

22. BID/PROPOSAL IDEAS AND CONCEPTS

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

23. BID/PROPOSAL DISCLOSURES

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

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

24. WITHDRAWAL OF BID/PROPOSAL

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

25. INDEMNIFICATION

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

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

- B. Pursuant to Texas Local Government Code Section 262.032(b), any successful bidder who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to the County. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed bid specifications or scope of work. This section does not apply to a performance bond required by Chapter 2253, Texas Government Code.

26. PROOF OF INSURANCE

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

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

GENERAL LIABILITY:
\$1,000,000 – Each Occurrence
\$1,000,000 – General Aggregate

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

AUTOMOBILE:

\$1,000,000 – Each Occurrence
County named as “Additional Insured”
Waiver of Subrogation

WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident
\$1,000,000 – Employers Liability – Each Employee
\$1,000,000 – Employers Liability – Disease – Policy Limit
Statutory Limits
Waiver of Subrogation

CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project
Bid Bond
Performance & Payment Bond

PROFESSIONAL SERVICES additional requirements:

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

Successful proposer shall carry in full force Workers’ Compensation Insurance Policy (ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Bidder/Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder/Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Bidder/Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Bidder/Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder/Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder/Proposer.

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

27. MANDATORY DISCLOSURES:

Texas law requires the following disclosures by vendors:

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

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

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

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

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

28. NON-COLLUSION AFFIDAVIT

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

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

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

29. SOVEREIGN IMMUNITY

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

30. MERGERS, ACQUISITIONS

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

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

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

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

31. DELAYS

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

32. ACCURACY OF DATA

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

33. SUBCONTRACTING/ASSIGNMENT

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

34. INDEPENDENT CONTRACTOR

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

35. MONITORING PERFORMANCE

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

The County of El Paso is an equal opportunity employer.

36. PROCUREMENT ETHICS

CODE OF ETHICS TRAINING AFFIDAVIT FORM

El Paso County Code of Ethics Training Requirement for Vendors:

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

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

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

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

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

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

3. DRUG-FREE WORKPLACE

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

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

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

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio

Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

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

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

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

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

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

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

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

*

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

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

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

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

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

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

* This page must be included in all responses.



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

RE: Bid #16-027, Home Rehabilitation Program for the County of El Paso Colonia Self Help Center

Dear Vendor:

The Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. Attached is a copy of the questionnaire.

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

County Officers: County Judge Veronica Escobar
Commissioner Carlos Leon
Commissioner David Stout
Commissioner Vincent M. Perez
Commissioner Andrew Haggerty

County Employees: Kennie Downing, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Elvia Contreras, Formal Bid Buyer
Lucy Balderama, Inventory Bid Technician
Blanca Carbajal, Inventory Bid Technician
Edward Dion, County Auditor
Wallace Hardgrove, Budget & Financial Manager
Josie Brostrom, Assistant County Attorney
Michael Martinez, Administration
Lorena Rodriguez, Analyst
Irene G. Valenzuela, Program Coordinator
Diana G. Marroquin, Administrative Coordinator
Jose Macias, Construction Coordinator

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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>	

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

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

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

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

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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

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

5 Check only if there is NO Interested Party.

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

ADD ADDITIONAL PAGES AS NECESSARY



HOME REHABILITATION PROGRAM
County of El Paso Colonia Self Help Center

BID PACKET AND CONTRACT DOCUMENTS

Project Overview (1 page)

Instruction to Bidders (3 pages)

General Conditions (24 pages)

Specification (5 sets; One (1) set for each Project Site)

Equal Opportunity Guidelines for Construction Contracts (2 pages)

County of El Paso Section 3 Policy (1 page)

Contractors Local Opportunity Plan (1 page)

Home Rehabilitation Agreement (2 pages)

Statement of Bidders Qualifications (3 pages)

Contractor's Certification Regarding Civil Rights (1 page)

Non-Collusion Affidavit of Prime Bidder (1 page)

Contractor's Certification of Recovered Material (1 page)

Bonds

- Bid Bond (2 pages)
- Payment Bond (2 pages)
- Performance Bond (2 pages)

Attorney Review Certification (1 page)

Exhibit A''-TDHCA Form 28 Building Contractor's Request for Payment
(One (1 page): One (1) form for each Project Site)



HOME REHABILITATION PROGRAM
County of El Paso Colonia Self Help Center

PROJECT OVERVIEW

The County of El Paso is accepting bids for the rehabilitation of five (5) owner occupied single family housing units located in the colonias of, Horizon View Estates, Agua Dulce Subdivision, College Park Addition and Colonia del Paso.

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

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

This project is a County of El Paso Colonia Self Help Center Program activity created to improve substandard housing for Colonia residents in El Paso County. The primary objective is to provide decent, safe and suitable housing for eligible residents by rehabilitating single family owner-occupied residential units in compliance with the International Residential Code (IRC) and the Texas Minimum Construction Standards (TMCS).

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; to include all applicable state and federal regulations governing. Funding for this program is limited. Bidders are asked to provide a comprehensive bid according to the specifications. Acceptable bids for all five (5) homes must not exceed the established budget of \$178,559.85.

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.

County of El Paso Colonia Self Help Center Program Contacts

County of El Paso Community Services
Department

Irene G. Valenzuela, Interim Director

800 E. Overland Ste. 208

El Paso, TX 79901

Office: 915-834-8246

Fax: 915-546-8140

igvalenzuela@epcounty.com

County of El Paso Colonia Self Help Center

Diana Marroquin, Administrative

Coordinator

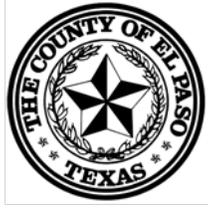
15371 Kentwood

El Paso, TX 79928

Office: 915-852-2656

Fax: 915-852-1617

dmarroquin@epcounty.com



HOME REHABILITATION PROGRAM
County of El Paso Colonia Self Help Center

INSTRUCTIONS TO BIDDERS

Use of Separate Bid Forms

These bid documents include a Bid Set and Contract Documents which are for the convenience of the bidders and are not to be detached; Sample Agreement is not to be completed or executed.

Interpretations or Addenda

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

Pre-Bid Meeting and Site Visit

A **mandatory project site visit** to each of the five (5) proposed home rehabilitation project sites is scheduled on **Tuesday, April 12, 2016 at 9:00 a.m.** Vendors will meet at the El Paso Colonia Self Help Center located at 15371 Kentwood Ave. Horizon, Texas 79928. A pre-bid conference will follow immediately after the site visits.

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

Alternate Bid Items

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

Bids

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

- (a) All bids must be submitted on the forms provided and are subject to all requirements.

- (b) All bids must be regular in every respect and no interlineations, excisions or special conditions may be made or included by the bidder.
- (c) Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, shall be sealed in the bid envelope.
- (d) Bids submitted must be honored for sixty (60) calendar days from bid deadline date.
- (e) Bidders are encouraged to familiarize themselves with:
 - The County of El Paso Residential Codes
 - Texas Minimum Construction Standards with particular attention to Minimum Energy Efficiency Requirements for Home Rehabilitation
 - International Residential Code

Bid Bond

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 locality or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

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

Statement of Bidders Qualifications

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

Unit Price

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

Corrections

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

Wages and Salaries

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

Equal Employment Opportunity

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

Relocation of Family

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

HOME REHABILITATION PROGRAM
County of El Paso Colonia Self Help Center

GENERAL CONDITIONS

1. Contract and Contract Documents

The project site(s) to be completed pursuant to the bid award will be financed with assistance from the Texas Department of Housing and Community Affairs through a Community Development Block Grant and is subject to all applicable Federal and State laws and regulations.

The Instructions to Bidder, General Conditions, Specifications and Addenda (If any) shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

2. Definitions

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

- a. The term "Contract" means the Contract executed between the County of El Paso, hereinafter called the County and (Name of Construction Co.) hereinafter called "Contractor", of which these GENERAL CONDITIONS form a part.
- b. The term "Project Site" means the areas within the specified Contract limits of the five (5) Owner Occupied Single Family Housing Units; each contemplated to be rehabilitated in whole or in part under this contract.
- c. The term "Contract Documents" means and shall include the following:
 1. Invitation for Bids
 2. Signed Copy of Bid
 3. Instructions to Bidders
 4. General Conditions
 5. Executed Contract
 6. Addenda (if any)
 7. Specifications

3. Commencement of Projects

A. Pre-Construction Meeting and Notice to Proceed

A pre-construction meeting will be held within five (5) days of the notification of contract award; where the successful bidder must provide the County's Community Services Director with the following:

1. A list of subcontractors to include,
 - a. Complete name of subcontractor's company
 - b. Complete Name of Owner/Principal
 - c. Complete company's address and phone number
2. Certificate of Insurances from the issuing company showing current coverage.
3. Schedule of values for each Project Site
4. Bonds
 - A Performance Bonds, in the amount of the contract.
 - A Payment Bonds, in the amount of the contract.

The failure for the successful bidder to execute the agreement and supply the required bonds shall constitute a default and the County of El Paso may, at its option either award the contract to the next lowest responsible bidder or re-advertise for bids.

In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

The contractor shall begin work within five (5) days of the issuance of the Notice to Proceed with work to be completed within 90 days (Unless otherwise stipulated).

B. Project Signage

It is required to have temporary signage when utilizing Community Development Block Grant Program funds; it will be the responsibility of the contractor to erect temporary signage during the commencement of each project. Each sign is to be located in a prominent location at each project site or along a thoroughfare within the community as directed by the county.

Project Sign Wording: This project is funded by the Texas Department of Housing and Community Affairs-Office of Colonia Initiatives, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program.

4. Supervision by Contractor

- a. The Contractor shall be responsible for all work executed under the Contract.

- b. Supervise work all times during working hours and provide adequate staff for the proper coordination and expediting of his work.
- c. Verify all figures and specifications before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

5. 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 the County has verified that the subcontractor is eligible to participate in federally funded contracts.
- b. No proposed subcontractor shall be disapproved by the County except for cause.
- c. The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- d. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the County.

6. Fitting and Coordination of Work

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

Hours of Work

Work shall not begin prior to 7:00 a.m. nor shall it extend past 7:00 p.m. In addition, work hours for each project site shall be between 7:00 a.m. and 5:00 p.m., Monday through Sunday, excluding holidays.

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

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

7. Payments to Contractor

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

- a. Partial Payments

1. The Contractor shall submit an invoice detailing the amount of payment due, type of work completed, service date(s) for each residential property, with ten percent (10%) of total amount to be retained until final payment.
2. TDHCA Form 28-Building Contractor's Request for Payment "Exhibit A", with the section "Building Contractor's Certification and Request for Inspection and Payment" is to be completed, signed and dated, and submitted along with each Project Site invoice.
3. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the Contract Documents.
4. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the County.

b. Final Payment

1. After thirty (30) days from the final inspection and the acceptance by the County of all work under the Contract, the Contractor shall prepare the invoice and TDHCA Form 28-Building Contractor's Request for Payment "Exhibit A" and submit for final payment; for each Project Site.
2. The final payment shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as ten percent (10%) retained as described above less all previous payments.
3. Before paying the final estimate, County shall require the Contractor to furnish releases or Final Bill Paid Affidavits from all subcontractors having performed any work and services to the Contractor. The County may make payment in part or in full to the Contractor without requiring the furnishing of such releases or affidavits and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
4. Any amount due the County under Liquidated Damages, shall be deducted from the final payment due the contractor.

c. Payments Subject to Submission of Certifications

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

d. Withholding Payments

The County may withhold any payment due the Contractor as deemed necessary to protect the County, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the County and will not require the County to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the County elects to do so. The failure or refusal of the County 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.

e. Request for Payment

The Contractor shall submit requests for payment by submitting invoice(s) and TDHCA Form 28- Building Contractor's Request for Payment "Exhibit A" to:

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

County of El Paso Colonia Self Help Center
Diana Marroquin, Administrative Coordinator
15371 Kentwood
El Paso, TX 79928

And mail original invoice to:

County of El Paso Auditor's Office
Attn: Lupe Federico, Accountant Intermediate
800 E. Overland Ste 406
El Paso, TX 79901

NOTE: The contractor shall note in detail (On invoices) address served, type of work completed, service date(s), and fees for each project site.

NOTE: The contractor shall not enter into a separate side agreement(s) with the homeowner(s) to do additional work or exchange of work outside of the county's award, for any of the project sites.

8. Changes in the Work

- a. The County may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by

County Commissioners Court and the Texas Department of Housing and Community Affairs prior to execution of same.

- b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the County authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- c. If applicable unit prices are contained in the Contract, the County may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).
- d. Each change order shall be submitted to the county's primary point of contact for the Contractor in writing and include in its final form, per Project Site:
 - 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.

9. Claims for Extra Cost

- a. If the Contractor claims that any instructions by specifications or otherwise involve extra cost or extension of time, he shall, within five (5) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the County, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- b. Any discrepancies which may be discovered between actual conditions and those presented in the specifications or noted during pre-bid visit shall be reported at once to the County and work shall not proceed except at the Contractor's risk, until written instructions have been received from the County.

- c. If, on the basis of the available evidence, the County determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be presented to the County of El Paso Commissioners Court and the Texas Department of Housing and Community Affairs for review and possible approval.

10. Termination, Delays, and Liquidated Damages

- a. Right of the County to Terminate Contract.

In the event that any of the provisions of this contract are violated by the Contractor, or by any subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right, if approved by County's Commissioners Court and the Texas Department of Housing and Community Affairs, to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the County for any excess cost incurred. In such event the County may take possession of and utilize in completing the work, such materials, and appliances 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 County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$800.00 for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

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

3) Any acts of the County;

- a. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- b. Provided, however, that the Contractor promptly notifies the County within five (5) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

11. Assignment or Novation

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

12. Specifications

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

13. Requests for Supplementary Information

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

assistance and information the County 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.

14. Materials and Workmanship

- a. Unless otherwise specifically provided for in the specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the specifications as "equal to" any particular standard, the County shall decide the question of equality.
- b. The Contractor shall furnish to the County for approval the manufacturer's detailed specifications for all 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. 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 specifications shall have full force and effect as though printed therein.
- e. The County may require the Contractor to dismiss from the work such employee or employees as the County may deem unqualified.

15. Sample Submittal

- a. The Contractor shall submit any material samples as called for or as it applies to each Project Site and its specification; promptly and within five (5) days after the award of the contract and acceptance of the Contractor's bond. Allowing for the homeowners' to select within reasonable time. Samples shall be present and final selection shall be determined during the pre-construction meeting for each Project Site. Until the required samples have been received and approved by the County; any delay in the work caused by late or improper submission of samples for approval shall not be considered just cause for an extension of the contract time.

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

- b. Each sample submitted by the Contractor shall carry a label giving the Project Site for which it is intended, state that the sample complies with specification

requirements, name and brand of the product and all specifications or other detailed information as it applies.

- c. Except as otherwise specifically stated in the Contract, the Contractor shall furnish without extra cost, including packing and delivery charges, all material samples required for each Project Site.

16. Permits and Codes

- a. The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, codes of the Local Government, to include any other Regulatory Agencies as it applies to each Site Project. 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 Project Site and Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the County.
- b. Should the Contractor fail to observe the foregoing provisions and proceed with the home rehabilitation 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 Specifications), the Contractor shall remove such work without cost to the County.
- c. The Contractor shall at his own expense, secure and pay for all permits if applicable and as it applies to each Project Site; that may include but not limited to, sealing of house connection drains, 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 Site and commit no trespass on any Project Site, in any operation due to or connected with the improvements contained in this Contract.
- e. During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction.

17. Care of Work

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- b. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the County is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of County.

- c. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities, adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.
- d. The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the County from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

18. Accident Prevention

- a. No laborer or any other individual employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.
- b. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- c. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the County with reports concerning these matters.
- d. The Contractor shall indemnify and hold harmless the County, its staff or homeowners and their family, 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; if or as applicable.
- f. The contractor shall at all times conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. Barricades,

warning signs, and necessary lighting shall be provided to the satisfaction of the County at the expense of the Contractor.

19. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required for each Project Site. 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.

20. Use of Premises

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

21. 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 each Project Site and public rights of way reasonably clear. Upon completion of the work, the Contractor shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

22. Inspections

Review by County

The County and its authorized representatives shall have access to and be permitted to observe and review all work and materials, employment conditions, material invoices, and other relevant data and records pertaining to this Contract. Provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the County through its authorized representatives.

- a. All materials and workmanship shall be subject to inspection, examination, or test by the County at any and all times during for all work and at any and all places where such construction occurs. The County shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Site and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the County may by contract or otherwise have the defects remedied or rejected materials removed from the Project Site and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the County.
- b. The Contractor shall notify the County sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the County, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the County; as it applies or if applicable.
- c. Neither inspection, testing, approval or acceptance of the work in whole or in part, by the County shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract Documents.

Final Inspection

- a. When the work to be performed, as included in the Contract Documents and specifications are substantially completed, the Contractor shall notify the County in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Contractor shall be responsible for making the arrangements necessary to have a (Third party) Texas Licensed TREC-Texas Real Estate Commission Inspector complete the final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. At no cost to the County and as proposed in the specifications.
- b. Contractor shall be liable for any issues or expenses in the event of discrepancy in the Final Inspection and responsible for making further arrangements necessary to have a (Third party) Texas Licensed TREC-Texas Real Estate Commission Inspector re-inspect as deemed necessary and subject to a fully approved Final Inspection.

23. Deduction for Uncorrected Work

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

24. Insurance

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

The Contractor shall refer to the Bid Packet GENERAL PROVISIONS for the exact Insurance requirements.

25. Warranty of Title

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

26. Warranty of Workmanship and Materials

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

Upon completion of the work and acceptance by the County Community Services Department Director and the homeowner(s) for each project site, the Certificate of Final Inspection and Verification is issued and the Warranty Period begins.

27. Job Offices/Storage Facilities

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

28. Partial Use of Site Improvements

The County may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and 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.

29. Local Program Liaison

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

County of El Paso Community Services Department
Irene G. Valenzuela, Interim Director
800 E. Overland Ste. 208
El Paso, TX 79901
Office: 915-834-8246
Fax: 915-546-8140
igvalenzuela@epcounty.com

30. Access to Information

- a. The County, Texas Department of Housing and Community Affairs, U.S. Department of Housing and Urban Development, Texas Department of Agriculture or any successor agency or representative, shall have access to any books, documents, papers and records relating to the Contractor's agreement with the County or the administration, construction, or implementation of the

TxCDBG award between the County and the Texas Department of Housing and Community Affairs and the County.

- b. Contractor shall include the substance of this clause in all subcontracts it awards.

31. Records Retention

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

32. Resolution of Program Non-Compliance and Disallowed Costs

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

33. Compliance with Davis-Bacon Act

- a. The requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates does not apply to Home Rehabilitation of owner occupied single family housing units scattered through and not within certain boundary enclosing areas of each other.
- b. It is therefore the responsibility of the bidder to inform himself or herself as to any state or local labor wage rate requirements and conditions.
- c. The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of Project Sites, give up any part of the compensation to which he or she is otherwise entitled. The

County must report all suspected or reported violations to the Texas Department of Housing and Community Affairs.

34. Conflicts of Interest.

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

Other Local Public Officials-No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, or implementation of the TxCDBG award between Texas Department of Housing and Community Affairs and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.

The Contractor and Employees-The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between Texas Department of Housing and Community Affairs and the County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between Texas Department of Housing and Community Affairs and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

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

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

36. Procurement of Recovered Materials

The Contractor shall comply with section 6002 of the Solid Waste Act, as amended by the Resource Conservation and Recovery Act, procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000 as long as such procurement is economically feasible.

37. Anti-Lobbying

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

38. Overtime Requirements

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

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

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the

Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

40. Equal Opportunity Clause

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed

and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

42. Section 504 Rehabilitation Act of 1973, as amended

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

43. Age Discrimination Act of 1975

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

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

- a. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest

extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree

to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

45. Contract Documents and Specifications

The County will furnish the Contractor without charge one (1) copy of the Contract Documents, including Specifications for each Project Site.

46. Time of Completion

The number of workdays shall be set out in the Contract. The number of workdays shall be counted as consecutive calendar days. Unless indicated otherwise, the number workdays shall commence on the effective of the date of the Notice to Proceed.

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

47. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the County the sum of **Eight Hundred Dollars (\$ 800.00)** as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

48. Gender Neutral - Gender References

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

PROJECT 1

SPECIFICATIONS

Project Description: The project involves a residential rehabilitation improvements. These improvements can range from minor repairs, painting, and window replacements, to substantial Plumbing and Electrical restorations.

Project Location: Single family owner occupied residential unit being rehabilitated was built in 2008 and located at **736 Agua del Rio, El Paso, Texas 79928 Colonia of Agua Dulce.**

Item Description	Spec Description	Quantity, Square feet, Linear Feet, Perimeter, Etc.	Unit Price	Total Price
Site Work				
Dumpster	Provide one roll off 20 yard disposal container for the removal of construction debris.	Quantity 1	\$	\$
Site Toilet	Provide one single portable toilet.	Quantity 1	\$	\$
I. Structural Systems				
Roof Covering	Repair missing shingles total of 1 bulk with the traditional 3 tab shingles minimum of 20 yr warranty and rated at 60mph wind. Seal around all penetrations to include vent caps, electrical gooseneck, around HVAC unit. Repair and seal hole from old water heater vent for no water damage to attic. Include granules to protect against sun rays (3 areas to be repaired).	Repairs 3	\$	\$
Roof Structure/Attic	Add a total of 2 roof vents large capacity metal dome vent 14" to cover 144 sq in per metal dome. Additionally, add a total of 16 soffit vents to be distributed equally on both sides of the dwelling. Vents to be of 8" aluminum and have a net free area of 56 square inches per piece.	Square Feet 1440	\$	\$
Insulation	Add 6" of insulation on top of existing fiberglass batt insulation at attic. Shall be of fiber glass blown in insulation, 3.5 sq in to meet an R-value of 30 (total with existing insulation). Additionally add Durovent 23-1/2 in. x 46 in. or	Square Feet 1440	\$	\$

	similar attic ventilation system with built-in baffle.			
Interior Walls	Frame structural door opening at hallway for W/H 3'x3'x8'. Frame a 10'x8'x7' wall partition to help conceal all gas, water, drain, and electrical lines at kitchen rear to range. Frame a closet at bedroom 1 6'x8'x2.5' to include a header for installation of closet door. Frame for walk in closet and do an opening at bedroom 2 4'x5'x8'. Frame a 5'x3'x8' wall for washer and dryer room at kitchen.	Quantity 5	\$	\$
Drywall	Provide, and install drywall where it is needed within the interior of the dwelling to include newly constructed bedroom closet and water heater closet. Drywall to be of 1/2" Gypsum core encased in natural-finish paper with asbestos free. Tape, texture, and float drywall damage done by contractors to include, water leaks, and master closet (has drywall only).	Square Feet 200	\$	\$
Exterior Walls	Apply new stucco covering with paper mesh, brown coat, and weep screed flashing. Provide and install 13 buckets of elastomeric medium rilled pastel base stucco buckets with earth color to be chosen by home owner; to be applied after brown coat. Additionally, provide an install stucco covering to the interior of home at entry post columns.	Square Yards 137	\$	\$
SIDING/SOFFITS/TRIM	Furnish and install soffit around the dwelling on bottom of eaves, and on gable overhangs. Total of 200 ln ft soffit, shall be of composite engineered wood.	Linear Feet 200	\$	\$
Paint	Provide and install one 5 gallon of exterior stucco match semi gloss paint for flashing, fascia, soffit, etc. Provide, and install interior of the dwelling one 5 gallon of interior semi gloss paint. Provide 3 gallons of alkyd paint for all final trim, to include all materials and labor with the application of paintable caulking and silicon.	Gallons 13	\$	\$

Interior Doors	Provide and install one prehung door at hallway for water heater closet. Add a sliding door for newly structured bedroom one closet. 1 prehung 32"x80" at bedroom 2 closet, and one 32"x80" prehung door at bedroom 2 for bedroom entry. One 32"x80" prehung door for master bath entry, and one 36"x80" prehung door for master walk in closet. Additionally, one sliding louver door for washer and dryer closet. All interior doors to be of 6 panel white primed to include lever type handle privacy door knob bronze in color and include doorstoppers.	Quantity 7	\$	\$
Exterior Doors	Remove existing and provide 2 new exterior prehung 36"x80" doors. 1 at front entry to be of steel entry or similar left hand with peep hole with fan light window. 1 at west wall also to be steel entry or similar left hand with a 9 lite window or similar. Both doors to have all weather-strips for no air infiltration, to include lever type handles keyed door knob with a keyed deadbolt lock, keyed alike. Both exterior doors to be bronze plated in color and include doorstoppers.	Quantity 2	\$	\$
Floors	Install new 12"x12" to 16"x16" ceramic tile to dwelling to include labor, thinset, tile, grout and all materials necessary to fully install flooring. Color to be neutral and chosen by applicants. Additionally, regrout and reseal both hall and master bath.	Square Feet 1300	\$	\$

Windows	Remove 6 existing and install 6 new 48"x42"double pane horizontal slider vinyl windows. Fenestrated energy rated with a u-factor of .50 or less and SHGC of .30 to .35. Remove 1 existing and install 1 new obscured 24"x24" double pane vertical slider vinyl window, fenestrated energy rated with a u-factor of .50 or less and SHGC of .30 to .35 rated. Remove all wrought iron window covering at bedrooms (do not re-install as we need egress for emergency). Additionally, provide window screens. Note: bedroom windows shall have the proper egress, with a minimum clear opening of 5.7 sq.ft.	Quantity 7	\$	\$
Rigid Wall Foam	Provide, and install a 1/2"x4'x8' rigid polyiso insulation foam board around the exterior of dwelling. Apply the proper adhesive, basecoat, and/or coat sealer for the proper installation of board before applying stucco.	Square Feet 1230	\$	\$
II. Electrical Systems				
Panel	Repair missing connector for grounding electrode, add a second grounding rod with a grounding electrode wire and add connector 6 ft apart from first ground rod at main panel. Repair grounded conductor (neutral) wire at main and sub panel attached to main incorrectly hazard. 2 20 amp over current device shall be changed to 15 amp. 1 15 amp over current device shall be changed to 20 amp. Replace bedrooms circuit interpreters to AFCI for arc fault protection. (total of 3)	Panel 1	\$	\$

Smoke Detector	Run a new feed to smoke detectors located in all 3 bedrooms and in hallway. Wiring shall be of romex 14/3 with ground and a 18c.u. single gang box. Additionally, provide and install 4 first alert or similar hardwired battery backup operated interconnected smoke detector at bedrooms (total of 3) and 1 carbon monoxide smoke detector combo at hallway interconnected. To be of photoelectric sensor.	Quantity 4	\$	\$
Bathroom Lights	Run new dedicated 14/2 romex wire for master and hall bathroom for newly installed exhaust fan. To be of switch controlled, 50cfm ceiling mounted UL listed and HVI certified moisture control for 45 sq ft room with a 2.0 sones vented exterior of the dwelling. Add two new wall mounted 3 light bulb fixture for master bath and hall bath. Bronze in color and light bulbs shall be of CFL 60watt equivalent.	Quantity 4	\$	\$
Ceiling Fans	Provide 2 Traditional style 52-in Indoor fan with bronze finish ceiling fans with 3 speed reversible AC motor. Include light kit with energy efficiency cfl 60watt equivalent light bulb. 1 for master bedroom and 1 for family room	Quantity 2	\$	\$
Exterior Lights	Add an electrical outlet for egress lighting at front entry door, fixture shall be of utilitech pro or equal wall mount switch controlled dual head flood led 25 watt lighting. Replace secondary egress lighting at west wall with a utilitech pro or equal wall mount switch controlled dual head flood led 25 watt lighting. Provide an electrical outlet for exterior lighting to the rear of the dwelling with a ceiling mount switch controlled led flood light.	Quantity 3	\$	\$
Kitchen Lights	Install one ceiling mount project source or equivalent 5 light chandelier lighting fixture. To be bronze in color with CFL 40 watt equivalent light bulbs.	Quantity 1	\$	\$

Utility Area Lights	Run and install a new dedicated 20 amp circuit breaker for washer with an outlet single gang 18 cu in box, rated 20 amp. to include receptacle. Wiring to be of 12 gauge 12/2 with ground. Run and install a new 30 amp dedicated circuit breaker for dryer with outlet double gang 34 cu in box and 220v rated 30 amp appliance receptacle 4 prong, to include chrome cover. Wiring to be of 10 gauge 10/3 with ground	Quantity 2	\$	\$
Bedroom Lights	Remove existing keyless light fixture and install a 2 bulb ceiling mount lighting fixture at bedrooms 1 and 2. Fixture shall be of oil rubbed bronze 2 pack commercial electric or similar with 60 watt equivalent CFL bulbs.	Quantity 2	\$	\$
Hall Lights	Provide and install two recessed lighting at hallway, both recessed cans rated for insulation compatible and trims shall be of tight seal LED light. Run a new 14/2 with ground romex wiring for 3-way switch, at both ends of hall to include both single gang box with 15amp rated 3 way switches.	Quantity 2	\$	\$
GFCI (Ground Fault Circuit Interrupter)	Furnish, provide, and install a total of 6 receptacles to be GFCI tampered resistant. 4 shall be for kitchen small appliance circuits, 1 for master bath, and 1 for hall bath.	Quantity 6	\$	\$
III. Heating, Ventilation, and Air Conditioning Systems				
Ducts and vents	Install a new 4" aluminum vent for ventilation dryer to exterior of the dwelling.	Quantity 1	\$	\$
IV. Plumbing System				
Underground	Connect washer existing drain. To be of schedule 40 PCV at front of dwelling and install a schedule 40 3/4 PVC to connect 5 ft from south exterior wall to septic tank main drain pipe.	Quantity 1	\$	\$
Top-Off	Provide and install 1 cold and 1 hot 1/2" pex water lines for washer. To include washer outlet box and two brass quarter turn shut-off valves with hammer arrestors.	Quantity 2	\$	\$

Kitchen Sink	Provide and install new kitchen sink, must be new stainless steel 6" deep double basin, 30" self rim. Include strainers/drain plugs provide a vent stack on bottom of sink at drain. Provide and install kitchen faucet, shall be of peerless or similar dual handle high arc, flow rate of 1.8 gallons per minute, ADA compliant, nickel color and include cut-off valves to connect to water lines.	Quantity 2	\$	\$
Toilet	Reinforce both hall and master bedroom commodes to floor. Add new wax rings and seal with silicon around commodes to be rattle free.	Quantity 2	\$	\$
Tub/Shower	Provide and install two Delta or similar 1-Handle Water Sense labeled 2.0 GPM shower faucet trim kit with single function showerhead with monitor scald-guard with +/-3F ADA Compliant. Nickel in color with drain and rough-in kit included. Install at master and hall bath.	Quantity 2	\$	\$
Bathroom Faucet	Provide and install two faucets shall be of Delta or similar 4 to 3 inch center set, two handle, water sense labeled of 1.5 GPM, ADA, low lead compliant. Nickel in color. Drain and cut-off valves for water lines. Install 1 at master bath and 1 at hall bath.	Quantity 2	\$	\$
Hose Bib	Bring up to code exterior east wall hose bib and add an anti-siphon. Protect PCV against the elements of nature if possible cut from ground and add PEX, from first hose bib.	Quantity 1	\$	\$
Water Heater	Bring up to date water heater, connect di-electric fittings to hot and cold lines add the proper auxiliary catch can with a drain pipe with a suitable drain. Connect the temperature and pressure relief valve with a discharge line 6" of air gap to a suitable drain, and insulate all pipes. Turn on water heater and set the temperature to 120 degrees (water heater itself will not be replaced)	Quantity 1	\$	\$

Other	Provide and install 20 ft of black steel gas pipe, from interior at kitchen to penetrate exterior of the home 10 ft away from any windows. Exterior gas line shall be buried 18" below grade and finish 2 ft above finished floor at propane tank.	Quantity 1	\$	\$
V. Appliances				
Range Hood	Provide one 30" hood unvented 2 fan speed with an overhead light for range black finish.	Quantity 1	\$	\$
Other	Provide and install one new 125 gallons propane tank. To be installed at exterior south wall 10 ft away from windows.	Quantity 1	\$	\$
Cabinets				
Base Cabinets	Provide and install total of 13 In ft of base cabinets. To include one 48" for kitchen sink.	Linear Feet 13	\$	\$
Wall Cabinets	Install a total of 13 In ft of wall cabinets. one shall be of 30" for hood vent.	Linear Feet 13	\$	\$
Counter Top	Provide a total of 20 linear feet of laminate counter top space for kitchen and vanities. Make egress opening for kitchen and vanity sinks.	Linear Feet 20	\$	\$
Bathroom Vanity	Provide two 24" of base cabinet for bathroom sinks. Provide 2 medicine cabinets for each bathroom.	Linear Feet 6	\$	\$
Miscellaneous				
Other	Provide all trim for exterior and interior that is broken, damaged, or missing for base and door mouldings. To include labor for install, mouldings shall be of 2 1/4" Primed Finger-Jointed white finish for easy painting.	Square Feet 440	\$	\$
Final Inspection	Provide one final inspection after all items have been completed. Inspector shall be a licensed TREC (Texas Residential Estate Commission) inspector and must be in good standing. The inspector must provide 3 original TREC property final inspection report with color pictures.	Quantity 1	\$	\$
Grand Total \$				

The Undersigned bidder certifies that profit is _____% of labor and material costs contained in the bid.

SUBMITTED BY: _____
COMPANY NAME

AUTHORIZATION PERSON: _____

SIGNATURE OF AUTHORIZED PERSON _____

TELEPHONE: _____

FAX NUMBER: _____

DATE: _____

PROJECT 2

SPECIFICATIONS

Project Description: The project involves a residential rehabilitation improvements. These improvements can range from minor repairs, painting, and window replacements, to substantial Mechanical, Electrical, and Roofing restorations.

Project Location: Single family owner occupied residential unit being rehabilitated was built in 1999 and located at **638 Zinc PI, El Paso, Texas 79928 Colonia of Horizon View Estates.**

Item Description	Spec Description	Quantity, Square feet, Linear Feet, Perimeter, Etc.	Unit Price	Total Price
Site Work				
Dumpster	Provide one roll off 20 yard disposal container for the removal of construction debris.	Quantity 1	\$	\$
Site Toilet	Provide one single portable toilet.	Quantity 1	\$	\$
I. Structural systems				
Foundation	Install polyurethane concrete crack and masonry sealant around perimeter of home between home and sidewalk (perimeter of dwelling)	Perimeter 175	\$	\$
Roof Covering	Repair damaged roofing done by installation of two exhaust penetration. Furnish and install two 3" to 4" roof exhaust vent cap for bathroom exhaust, for hall bathroom and master bathroom.	Quantity 2	\$	\$
Roof Structure/Attic	Add an attic access at interior of dwelling at hallway. Access dimensions shall be a minimum of 22"x30", access hatch shall have sash locks, weather strip to prevent air infiltration, have hatch insulated to a minimum of R-30 and be of rigid foam board. Additionally, frame and add particle board bulkhead on all four corners to prevent existing insulation from falling.	Access 1	\$	\$

Interior Walls				
Tape/Texture/Float	Repair drywall at bottom of sink, furnace closet, and bedroom 2. Repair any drywall damage by electrician, plumber, and/or HVAC, 2 new extractors at bath, kitchen GFCI, and 2 exterior outlets. Drywall repair for outlet at hood, caulk and seal both showers from corners. Seal all penetrating holes around home for no air infiltration	Repairs 14	\$	\$
Paint	Provide two 5 gallons interior semi gloss zero VOC low odor for interior walls, and one five gallon for ceilings. Provide one 5 gallon alkyd paint for all trim including doors, base mouldings, etc. Additionally, paint interior of the dwelling to include walls and ceiling.	Square Feet 1664	\$	\$
Exterior Walls	Apply new stucco covering, with paper, mesh, brown coat, weep screed flashing. Stucco; provide 15 buckets of elastomeric medium rilled pastel base stucco buckets. Stucco color to be chosen by home owner.	Square Yards 160	\$	\$
Paint	Provide one 5 gallon of alkyd paint for exterior trim of the dwelling. Paint exterior of dwelling with semi-gloss and alkyd paints where needed. To include sealing and caulking all exterior trim of dwelling.	Square Feet 1664	\$	\$
Interior Doors	Provide and install 2 new bi-fold pre-hung closet doors; one at master bedroom 72"x80" and one at bedroom 3 60"x80". Doors shall be primed for easy painting. Repair bedroom 2 closet door to open and close properly. All closet doors shall include all materials with door stoppers for fully installation.	Quantity 3	\$	\$

Exterior Doors	Remove two existing and install one new steel oval window 36x80 right hand with all weather-strips for front entry door, and one new right hand 32"x80" steel door with half moon or 6 pane window with all weather strips for no air infiltration. To include lever type handles keyed door knob with a keyed deadbolt lock, keyed alike for both exterior doors to be nickle plated in color and shall include doorstoppers.	Quantity 2	\$	\$
Floors	Provide and install 1500 sq ft of 12"x12" up to 16"x16" floor ceramic tile for entire dwelling. To include grout, adhesive, labor, ceramic, and any other means to fully complete the installation of flooring. Additionally, remove peeling vinyl tile and use versa bond thinset to install directly over vinyl tile.	Square Feet 1500	\$	\$
Windows	Remove 1 existing window, furnish and install 1 new low-e obscured 24"x24" double pane vertical slider vinyl at window 3 on north side of dwelling fenestrated energy rated with a u-factor of .50 or less and SHGC of .30 to .35 rated. Remove 1 window and replace with 1 new low-e 36"x12" double pane at window 2 on north side of the dwelling fenestrated energy rated with a u-factor of .50 or less and SHGC of .30 to .35. Repair two existing windows on the south side of the dwelling sealing windows with window foam and caulk around interior and exterior for no air infiltration.	Quantity 4	\$	\$
Screens	Furnish and install window screens on all windows.	Dwelling 1	\$	\$

Other	Remove existing sliding glass door and replace with new pre-hung entry sliding glass door at north side of dwelling. To be of therma star by pella 10 series or similar, clear glass, white vinyl sliding patio door, rated advanced low-e tempered (TR) dual pane to include weather stripping.	Quantity 1	\$	\$
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II. Electrical Systems

Panel	Clean interior of main panel and add a secondary ground 6ft apart from current grounding bar, separate double tap breakers at subpanel, a grounding bus to separate neutral and ground wiring from same connections at sub panel. Add knockout covers and clean panel, add arc fault circuit interrupter to all bedrooms total of three. All electrical installations shall follow and be code compliance with current NEC (National Electrical Code), State and Local codes.	Main Panel 1	\$	\$
Electric Rough-In	Provide and run a 40 amp two pole 240v dedicated over-current protection device from sub-panel to condenser exterior of the dwelling, wire to be of romex 8/2 with ground, provide a 40 amp a/c disconnect and run romex 8/2 wire with car-flex to condenser.	Circuit 1	\$	\$
Electric Top-Off	Repair all receptacle outlets with reversed polarity throughout interior of the dwelling. If receptacle is to be replaced, substitute with an 120v 15 to 20 amp ul listed tampered resistant receptacle with cover.	Dwelling 1	\$	\$

Range Vent	Provide, run, and install one new 120v electrical outlet to feed range hood. Receptacle shall be rated 120v 20 amp tampered resistant. Wiring to be of 20 gauge 12/2 with ground include a single gang 18 cu box.	Feed 1	\$	\$
Bathroom Lights	Run new dedicated 14/2 romex wire for an exhaust switch controlled, shall be of 50cfm ceiling mounted UL listed and HVI certified moisture control for 45 sq ft room with a 2.0 sones to be vented to the exterior of dwelling. Furnish, run, and install one for master bath and one for hall bath, for moisture and oxygen control.	Quantity 2	\$	\$
Ceiling Fans	Remove keyless fixture and provide 2 traditional style 52-in indoor fan with brushed nickle finish ceiling fan with 3 speed reversible AC motor include light kit. Light bulbs shall be of energy efficiency cfl 60 watt equivalent. Install at living room.	Quantity 1	\$	\$
Exterior Lights	Repair, replace, and relocate a total of 3 egress lighting with new approved outlet. Add a new utilitech pro or equal wall mount switch controlled dual head flood led 25 watt lighting fixture. Additionally, repair exposed wiring with an approved fittings and conduit at front and rear entry and at south wall next to sliding door.	Quantity 3	\$	\$

Closet Lights	Provide and install one new ceiling mount 2 light bulb switched controlled, light bulbs to be of 60 watt equivalent CFL. Wiring to be of 14 gauge 14/2 with ground, add an electrical outlet 18cu single gang box 48" from finished floor with a 15 amp ul listed switch with cover. Run new 14/3 romex wiring for a second hall light to be controlled by a three way switch at both ends, one close to kitchen and second by living. Add one and replace one wall sconce, to be satin nickle, with cfl bulb 60 watt equivalent.	Quantity 2	\$	\$
GFCI (Ground Fault Circuit Interrupter)	Furnish, run, and install a total of 9 GFCI tampered resistant receptacle outlet with an approved covering. 1 front exterior of home, 1 rear exterior of home, 4 at kitchen (for small appliance circuits), 1 at master bath, 1 at hall bath, and 1 at utility next to dryer. Exterior receptacle shall have an approved weatherproof and rain tight cover.	Quantity 9	\$	\$
III. Heating, Ventilation, and Air Conditioning Systems				
Heating Equipment	Provide 80% or better AFUE 14.5 SEER or 12 EER energy rated gas forced air furnace with evaporative coils for zone 3. Located interior of residential dwelling at furnace closet. To include double insulated vent cap to egress to exterior of the dwelling (seal any roof or wall penetrations).	Unit 1	\$	\$

Cooling Equipment	Remove rusted evaporative cooler and replace with a 4 ton 14.5 SEER or 12 EER energy star fan condenser unit. To include copper refrigerant tubing for zone 3. Located at exterior of residential dwelling.	Unit 1	\$	\$
Ducts and Vents	Furnish and install 10 ft of ductwork to master bathroom and 5 ft to living room. To be of flex free of kinks rated r-8 insulation. Connect from the main distribution system, and all connections shall be sealed with mastic to prevent air infiltration. Replace all damaged supply and return vents with a 2-way air register rattle free registers at hall bath, bedroom 1,2, and 3, utility, living, kitchen, and return at hall.	Linear Feet 23	\$	\$
Other	Provide a programmable thermostat centrally located 3 ft away from any doors, windows, appliances, or televisions, not higher than 48" from finished floor. All installations shall be done by a professional, licensed, and insured mechanical contractor.	Quantity 1	\$	\$
IV. Plumbing System				
Top-off	Provide an install one 1/2" washer outlet box with hammer arrestors. To include two quarter turn brass ball.	Quantity 1	\$	\$
Commode	Remove and install 2 new water sense 16" riser 1.28 GPF or better, with elongated white in color commode. To include all materials, one for hall bath and one for master bedroom.	Quantity 2	\$	\$

Tub/Shower	Provide and install two Delta or similar 1-Handle Water Sense labeled 2.0 GPM, shower faucet trim kit with single function showerhead and monitor scald-guard with +/-3F ADA compliant. Include tub spout at hall bathroom. Shall be nickel in color, with drain and rough-in kit. Install one at hall bathroom and one at master bedroom.	Quantity 2	\$	\$
Bathroom Faucet	Replace hall and master vanity sink faucets. Both shall be of Delta or similar rise arc 4 to 3 inch center set, two handle, water sense labeled of 1.5 GPM, ADA, low lead compliant. To be nickel color.	Quantity 2	\$	\$
Hose Bib	Repair and replace 3 hose bib with anti-siphon at exterior of the dwelling. Additionally, add plumbers pipe wrap tape to protect against corrosion.	Quantity 3	\$	\$
Water Heater	Remove existing worn out water heater, and replace with a new 30 gallon minimum 28,000 btu natural gas type b vent pipe factory installed TPR valve, push-button pilot-light igniter and have an energy factor of .63 water heater. Connect di-electric fittings to hot and cold lines and add the proper auxiliary catch can with a pipe with a suitable drain. Connect the temperature and pressure relief valve with a discharge line 6" of air gap to a suitable drain, and insulate all pipes. Turn on water heater and set the temperature to 120 degrees water.	Quantity 1	\$	\$

Utility Room	Remove existing and replace faucet at utility room mop sink. To be of rustproof polymer two-handle faucet chrome finish. Include new cut-off valves with flexible polymer faucet supply lines and connect to water lines.	Quantity 1	\$	\$
Other	Properly seal around white plastic louvered dryer vent. To be flushed to exterior wall, and add missing clean out plug for drain at exterior north side of dwelling.	Quantity 2	\$	\$

V. Appliances

Range/Oven/Cook Top	Replace existing with a new 30" 4.8 cu.ft. freestanding gas range, with 4 burners and a window with light for oven self cleaning range. To include a no tipping device, and bisque in color.	Quantity 1	\$	\$
Range Hood	Remove worn out and replace with a new 30"unvented hood, with 2 fan speed and overhead light for range. Bisque in color.	Quantity 1	\$	\$

Cabinets

Wall Cabinets	Replace three glass panes for door cabinets that are broken or missing; cut hazard.	Quantity 3	\$	\$
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Miscellaneous

Smoke Alarms	Provide and install 4 new kidde photoelectric or similar, interconnected, hardwired battery back-up smoke detector. 3 for bedrooms and 1 for hallway. Hallway shall be of photoelectric smoke and carbon monoxide combo.	Quantity 4	\$	\$
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Final Inspection	Provide one final inspection after all items have been completed. Inspector shall be a licensed TREC (Texas Residential Estate Commission) inspector and must be in good standing. The inspector must provide 3 original TREC property final inspection report with color pictures.	Quantity 1	\$	\$
		Grand Total \$		

The Undersigned bidder certifies that profit is _____% of labor and material costs contained in the bid.

SUBMITTED BY: _____
COMPANY NAME

AUTHORIZATION PERSON: _____

SIGNATURE OF AUTHORIZED PERSON _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

DATE: _____

PROJECT 3

SPECIFICATIONS

Project Description: The project involves a residential rehabilitation improvements. These improvements can range from minor repairs, painting, and window replacements, to substantial Mechanical, Electrical, and Roofing restorations.

Project Location: Single family owner occupied residential unit being rehabilitated was built in 1997 and located at **15640 Stratford, El Paso, Texas 79928 Colonia of College Park.**

Item Description	Spec Description	Quantity, Square feet, Linear Feet, Perimeter, Etc.	Unit Price	Total Price
Site Work				
Dumpster	Provide one roll off 20 yard disposal container for the removal of construction debris.	Quantity 1	\$	\$
Site Toilet	Provide one single portable toilet.	Quantity 1	\$	\$
I. Structural System				
Grading/Drainage	Add soil around the dwelling for proper drainage 6" of slope for first 10ft. Use soil that's on home owners property, properly compact.	Quantity 1	\$	\$
Roof Covering	Remove existing out of date, worn, and damaged roofing system. Replace any damaged particle board (osb) with new osb structurally rated for roof decking applications, add a 20 gauge strong tie plywood sheathing clips(h-clips). Replace roofing system with new and updated mineral surfaced low slope 20 year limited warranty rated of at least 60 mph wind resistant. To include roof underlayment felt paper, galvanized steel drip edge flashing, and any extra materials needed to complete roofing system. Additionally, remove and eliminate chimney stack vent and seal all egress openings.	Squads 18	\$	\$
Insulation	Insulate new 2'x4' framed wall at dining room south wall next to exterior door and at utility south wall. Shall be of R-13 fiberglass batts to include a class 2 kraft facing vapor retarder.	Square Feet 160	\$	\$

Interior Walls	Cancel wall a/c, install cripple studs for support of interior and exterior covering. Install cripples at window 8 at kitchen to raise window. Additionally, provide and install 120 sqft of ceramic tile for hall bathroom shower barriers and flooring. Walls shall be of fiber cement board durock or similar. To include tile, sanded grout, and adhesive to fully complete shower.	Square Feet 140	\$	\$
Drywall	Furnish and install drywall at utility south wall, furnace, and W/H closet, and at dining room south wall for newly construct framed walls. To include all tape texture and float finish. Drywall to be of 1/2" Gypsum core encased in natural-finish paper with asbestos free.	Square Feet 250	\$	\$
Tape/Texture/Float	Interior drywall repair from damaged electrical, plumbing, and HVAC contractors installations. Repair drywall from water damage to interior of dwelling (various patches).	Repairs 17	\$	\$
Exterior Walls	Apply new stucco covering, with paper, mesh, brown coat, and weep screed flashing. Finish with 15 buckets of elastomeric medium rilled pastel base stucco bucket. Stucco color to be chosen by home owner.	Square Yards 160	\$	\$
Siding/Soffits/Trim	Remove existing and install new soffit and fascia under homes eaves and gable overhang. Total of 175 In ft of soffit and 175 In ft of fascia.	Linear Feet 350	\$	\$
Interior Trim	Add missing base and door mouldings interior of dwelling. Mouldings shall be of 2 1/4" Primed Finger-Jointed white finish for easy painting.	Dwelling 1	\$	\$
Interior Doors	Install 1 36"x80" closet door 6 panel sliding hallow door at bedroom 2, install a six panel prehung double door with weather strips at furnace closet at utility room. To include all labor, materials, and door knobs. Shall be nickle plated in color, lever type handles with privacy handles were needed and include all	Quantity 2	\$	\$

	materials to fully install pre-hung doors, to include door stoppers.			
Exterior Doors	Adjust rear exterior door to be align and leveled to exterior structure and close properly. To include weather-stripping to prevent air infiltration, add 1 peep hole to exterior door at front of dwelling.	Quantity 2	\$	\$
Floors	Furnish and install new flooring ceramic tile to match as close as possible to flooring, 180sqft. Add remaining tile missing at bedroom 3, 100sqft to match as close as possible. All flooring shall include thinset, grout, 12"x12" to 16"x16" ceramic tile, all materials, labor and installations. Add tile around hall bath tub to prevent water, moisture to damage drywall. 50 sq ft, tile shall be of bull nose 4"x4" and include all materials and labor.	Square Feet 330	\$	\$
Windows	Remove 4 existing and install 4 new 48"x48" windows. Remove 3 existing and install 3 36"x48" windows. Remove 2 existing and install 2 48"x72" windows. All windows shall be double pane horizontal slider vinyl windows, fenestrated energy rated with a u-factor of .50 or less and SHGC of .30 to .35. Remove 1 existing and install 1 new obscured 24"x24" double pane vertical slider vinyl window. Fenestrated energy rated with a u-factor of .50 or less and SHGC of .30 to .35 rated. All windows shall include window screens.	Quantity 10	\$	\$
Porch/Deck/Carport	Remove and eliminate front exterior porch. Remove and demo water heater closet at exterior south rear wall. Remove old and outdated fireplace at living room.	Square Feet 140	\$	\$
Other	Frame walls at dining room 12'x9'x8', a 5'x9'x8' at utility room at washer and dryer wall for electrical and HVAC runs, and at furnace-water heater closet at utility room. Flooring sole plate shall be of treated wood.	Square Feet 250	\$	\$

II. Electrical Systems

Panel	Upgrade electrical meter (meter minimum rated 100 amp) with main disconnect (Single phase, 2 spaces, 4 circuits, 120/240 Volts) at exterior. To be of UL listed water proof. Add a secondary grounding rod 6ft apart from first grounding rod, 100amp main over current protection device. To include all connections, neutral bar, new goose neck with imc or emt pipe and penetrate 18" minimum from egress of roofing, offset, etc. All electrical installations shall follow and be code compliance with current NEC (National Electrical Code), State and Local codes	Panel 1	\$	\$
Electric Rough-In	Repair exposed romex wiring at east wall and add weather proof single gang box rated for wet locations with a weather proof plate. Repair exposed underground wiring for post lighting at rear of property shall be 18" direct burial and inside a rigid pvc for protection.	Quantity 2	\$	\$
Electric Top-Off	Bring sub panel up to code .The sub panel is to far behind drywall; move sub panel to be properly flushed with drywall at bedroom 1. Additionally, furnish and replace all bedroom over current protection device to a single-pole arc fault circuit; for arc protection.	Sub Panel 1	\$	\$
Range Vent	Install one hood vent receptacle outlet at kitchen above range inside cabinet, outlet to be of single gang 18cu, and rated 20 amp tampered resistant to include cover. Wiring shall be of romex 12 gauge 12/2 with ground.	Quantity 1	\$	\$
Bathroom Lights	Run new dedicated 14/2 romex wire for an exhaust switch controlled. To be ventilated to the exterior of home. Provide and install an exhaust for hall bath for moisture and oxygen control. To be a minimum of 50 CFM 2.0 sones. Remove and install new wall mounted 3 light bulb fixture for hall bath light, bulbs shall be fluorescent 60watt equivalent and nickle color.	Quantity 2	\$	\$

Ceiling Fans	Remove ceiling fan and add a ceiling fan safe t brace rated and ul listed for 70 lbs. to properly support ceiling fan at bedroom 1 (reinstall ceiling fan).	Quantity 1	\$	\$
Exterior Lights	Add an electrical outlet for egress lighting at front entry door fixture. Replace secondary egress lighting and repair exposed wiring at rear wall. Lighting shall be of utilitech pro or equal wall mount switch controlled dual head flood led 25 watt.	Quantity 2	\$	\$
Kitchen Lights	Run and add a receptacle outlet at kitchen on east wall under lighting switch. Receptacle shall be 18" from finished floor rated 15 amp tampered resistant. Wiring to be of 14 gauge 14/2 with ground (receptacle feeder from lighting switch above newly installed outlet).	Quantity 1	\$	\$
Utility Area Lights	Relocate 120v washer receptacle to newly framed wall, install new receptacle to be of tamper resistant receptacle with outlet box minimum 18cu and connections. Relocate 240v dryer outlet to new framed wall, receptacle shall be of 30 amp rated female receptacle with ground 4 prong to include outlet box with covering. Add junction boxes on splices on both receptacles, run and install one new dedicated 15 amp receptacle outlet from subpanel to furnace closet, wiring shall be of 14 gauge 14/2 with ground. Receptacle shall be rated 15 amp tampered resistant include a single gang 18cu box outlet.	Quantity 3	\$	\$
Bedroom Lights	Move receptacle outlet to new framed wall at dining room, add a junction box for splicing. Receptacle shall be of 120v Tampered Resistant with cover plate. Add one receptacle outlet underneath of entry light switch; 18" from finished floor. Provide 3 new Tampered Resistant receptacles at bedroom 3, need to be 12 ft apart or 6ft from entry access, wiring to be 14 gauge 14/2 with ground.	Quantity 5	\$	\$

GFCI (Ground Fault Circuit Interrupter)	Install 2 tampered and weather resistant GFCI receptacles at anterior and posterior of exterior dwelling. Add a total of 5 receptacle outlets Tampered Resistant GFCI protection at kitchen, on missing counter tops and on sides of basin. Remove outdated receptacle and replace with a new TR GFCI receptacle at hall bathroom.	Quantity 8	\$	\$
III. Heating, Ventilation, and Air Conditioning Systems				
Heating Equipment	Provide 90% or better AFUE 14.5 SEER or 12 EER energy rated Liquid Propane Forced Air Furnace, with evaporative coils for zone 3 located at furnace closet. Include double insulated vent with cap to egress to exterior of the dwelling (seal any roof or wall penetrations).	Unit 1	\$	\$
Ducts and Vents	Extend all ductwork 3ft at supply registers (total of 8). Add mastic to prevent air infiltration, connect duct work from main supply to new furnace.	Linear Feet 35	\$	\$
Other	Provide a programmable thermostat centrally located 3 ft away from any doors, windows, appliances, or televisions and installed not higher than 48" from finished floor. Furnish and run a low voltage thermostat wire 16-18 gauge 8 conductors from programmable thermostat to furnace and from furnace to condenser at exterior.	Quantity 1	\$	\$
IV. Plumbing System				
Underground	Repair exposed plumbing water lines and drain at west and rear wall of dwelling. Use 1/2" PEX in conjunction with insulation to protect against the elements. Drain shall be of PVC schedule 40 plain end drain pipe, once at soil water lines and drain shall be buried 18" below grade.	Quantity 4	\$	\$

Rough-In	Run and install a new gas line for propane tank from interior of the dwelling at kitchen to penetrate exterior of the home. Gas line shall be buried 18" below grade and finish 2 ft above finished floor at propane tank. Run and install a gas line for the furnace with a drip leg to include an approved gas shut-off ball valve, include a gas flex line to connect from the termination of main gas at shut off valve line to furnace. Relocate, and install a gas line at newly framed closet for the water heater with a drip leg, to include an approved gas shut-off ball valve, and include a gas flex line to connect from the termination of main gas at shut off valve line to water heater gas line. All gas line shall be of black steel gas pipe.	Quantity 3	\$	\$
Kitchen Sink	Replace sink basin at kitchen, must be new stainless steel 6" deep double basin, 30" self rim unit to include strainers/drain plugs, rim must be sealed to countertop with standard sealer. Provide and install kitchen faucet shall be of peerless or similar dual handle high arc, flow rate of 1.8 gallons per minute, ADA compliant, nickel in color. Include cut-off valves and connect to water lines. Additionally, add proper clean out to repair for clogged drain to include a stack vent at bottom of kitchen sink.	Quantity 2	\$	\$
Toilet	Reinforce hall bathroom commode to floor, shall not be loose, add new wax rings and seal with silicon around commodes.	Quantity 1	\$	\$
Tub/Shower	Provide and install one Delta or similar 1-Handle Water Sense labeled 2.0 GPM shower faucet trim kit with single function showerhead with monitor scald-guard with +/-3F ADA compliant. nickel in color, with drain and rough-in kit included. Install at hall bathroom.	Quantity 1	\$	\$

Bathroom Faucet	Replace hall bathroom sink faucet, shall be of Delta or similar 4 to 3 inch center set, two handle, water sense labeled of 1.5 GPM, ADA, low lead compliant. nickel in color to include drain, and cut-off valves for water lines.	Quantity 1	\$	\$
Copper/PVC/Flex	Provide, run, and reroute new hot and cold water lines for water heater. To be of PEX 3/4", to include a brass shut-off 1/2 turn ball valve corrosion resistant.	Quantity 2	\$	\$
Hose Bib	Provide and install 2 new water spouts one posterior and one anterior of the dwelling. Both to have vacuum breaker, anti-syphon, and/or frost proof.	Quantity 2	\$	\$
Water Heater	Remove existing and provide a new water heater. To be of 30 gallon minimum 28,000 btu liquid propane. Connect di-electric fittings to hot and cold lines, add the proper auxiliary catch can with a drain pipe with a suitable drain, connect the temperature and pressure relief valve with a discharge line 6" of air gap to a suitable drain, and insulate all pipes. Turn on water heater and set the temperature to 120 degrees. Water Heater shall be of type b vent pipe factory installed TPR valve, push-button pilot-light igniter and have an energy factor of .63. re-install W/H to utility room interior of the dwelling.	Quantity 1	\$	\$
Other	Remove bathtub at hall bathroom to convert to walk in shower. Remove shower head and spout, and install new fixtures once ceramic is fully installed. Additionally, install a new drain plug floor sealed to ceramic to prevent water penetrating foundation after ceramic is fully installed.	Quantity 1	\$	\$
Cabinets				
Bathroom Vanity	Install new 24" vanity at hall bath to include vanity top white in color with 4" center set access holes.	Quantity 1	\$	\$

Miscellaneous

Smoke Alarms	Provide and install 5 first alert or similar battery operated wireless carbon monoxide smoke detector combo interconnected. Shall be of photoelectric sensor, one for each bedroom (total of 3), 1 at utility and 1 for hallway.	Quantity 5	\$	\$
Final Inspection	Provide one final inspection after all items have been completed. Inspector shall be a licensed TREC (Texas Residential Estate Commission) inspector and must be in good standing. The inspector must provide 3 original TREC property final inspection report with color pictures.	Quantity 1	\$	\$
Grand Total			\$	

The Undersigned bidder certifies that profit is _____% of labor and material costs contained in the bid.

SUBMITTED BY:

COMPANY NAME

AUTHORIZATION PERSON:

SIGNATURE OF AUTHORIZED PERSON

PHONE NUMBER:

FAX NUMBER:

DATE:

PROJECT 4

SPECIFICATIONS

Project Description: The project involves a residential rehabilitation improvements. These improvements can range from minor repairs, painting, and window replacements, to substantial Roofing, Electrical, and Structural restorations.

Project Location: Single family owner occupied residential unit being rehabilitated was built in 1991 and located at **14961 Las Colonias, El Paso, Texas 79928 Colonia of Las Colonias del Paso.**

Item Description	Spec Description	Quantity, Square feet, Linear Feet, Perimeter, Etc.	Unit Price	Total Price
Site Work				
Dumpster	Provide one roll off 20 yard disposal container for the removal of construction debris.	Quantity 1	\$	\$
Site Toilet	Provide one single portable toilet.	Quantity 1	\$	\$
Other	Add soil around the dwelling for proper drainage 6" of slope for first 10 ft. Use soil that's on home owner's property properly compact.	Quantity 1	\$	\$
I. Structural Systems				
Foundation	Cover and repair damaged slab at bathroom 1 shower, at newly installed drain lines. Concrete mix shall be of high strength rated at 3000 psi or better.	Quantity 1	\$	\$
Roof Covering	Remove existing out of date, worn, and damaged roofing system. Replace any damaged osb with new osb structurally rated for roof decking applications and add a 20 gauge strong tie plywood sheathing clips (h-clips). New roofing system shall be of 3 tab traditional shingles, 20 year minimum limited warranty, and rated of at least 60 mph wind resistant. Where low slope flat roof is present provide and install a mineral surfaced low slope roll roofing. To include roof underlayment felt paper, galvanized steel drip edge flashing, and any extra materials needed to complete roofing system, and seal all egress openings.	Squads 13	\$	\$

Interior Walls	<p>Frame and support any structural membrane at hall and master bath shower for support and prep for installation of fiber cement board. Construct an egress opening at bedroom 2 at east wall for emergency exit, opening shall be of walk in arch 3'x8'. Additionally, remove bedroom 2 prehung door and eliminate. Provide and install a cripple stud at eliminated window 5 east wall at kitchen for the support of interior drywall and osb at exterior. Frame a new water heater closet at kitchen to have a minimum of 18" raised floor and properly frame a header and opening of 22"x64" for a prehung door. Eliminate existing bedroom 1 entry door and install a king and cripple stud with a header make an opening of 3'x5' and prep for the installation of a dual pane window.</p>	Square Feet 185	\$	\$
Drywall	<p>Furnish and install all drywall missing at hall bath, master bath, living, family, and at newly framed water heater closet. Additionally, repair any damaged drywall from water egress at roofing. Remove drywall at hall bath damaged from shower. Drywall to be of 1/2" Gypsum core encased in natural-finish paper with asbestos free, and include all tape texture and float finish. Install cement board durock or similar at bathroom showers.</p>	Square Feet 265	\$	\$
Paint	<p>Paint a total of 250 sq ft at hall bath and master bath. Paint shall be of interior semi gloss and to match close as possible to the rest of dwelling. Include paint, labor, and materials. Paint all new interior trim with alkyd paint. Additionally, paint fascia, soffit, and roof flashing .</p>	Square Feet 750	\$	\$
Exterior Walls	<p>Remove all exterior wall covering for the reinstallation of stucco covering. Provide and install the proper paper with mesh to include weep screed flashing. Additionally, apply plaster brown coat to finish with 11 elastomeric medium rilled pastel</p>	Square Feet 920	\$	\$

	base stucco buckets. Stucco color to be chosen by home owner.			
Siding/Soffits/Trim	Remove existing and install new soffit and fascia under home's eaves to include gable overhang. Total of 175 lnft of soffit and 175 ln ft of fascia. Soffit and fascia to be of composite engineered wood.	Linear Feet 350	\$	\$
Paint	Paint all new exterior trim with alkyd paint. Additionally, paint fascia, soffit, and roof flashing.	Square Feet 350	\$	\$
Interior Doors	Remove existing and install a new closet door 36"x80" prehung at family room. Install new closet door 36"x84" at bedroom 2. Remove existing and install new 24"x80" prehung door 6 panel with privacy door knob for bedroom 2. Bathroom entry to open to inside of bathroom. Additionally, add a 22"x64" interior door for newly constructed water heater closet. All door knobs shall be nickle plated in color, lever type handles, and include all materials to fully install pre-hung doors. To include door stoppers and privacy knobs where needed.	Quantity 5	\$	\$
Exterior doors	Remove existing and install 2 new exterior prehung 36"x80" doors 1 at front entry to be of steel entry or similar left hand with peep hole with fan light window. 1 posterior of the dwelling, also to be steel entry or similar left hand with a 9 lite window or similar. Both doors to have all weather-strips for no air infiltration, include keyed lever type handles door knob with a keyed deadbolt lock. Shall be keyed alike to be nickle plated in color and shall include doorstoppers.	Quantity 2	\$	\$

Floors	Furnish and install any missing trim interior and exterior of property. From base and door moulding to include labor and materials. Interior mouldings shall be of 2 1/4" Primed Finger-Jointed white finish for easy painting. Exterior shall be of wood grain brick moulding.	Square Feet 660	\$	\$
Windows	Remove 5 existing and install 5 new low-e double pane horizontal slider vinyl windows. To be fenestrated energy rated with a u-factor of .50 or less and SHGC of .30 to .35 (old windows are different sizes). Remove 1 and install 1 new low-e obscured 24"x24" double pane vertical slider vinyl window. Fenestrated energy rated with a u-factor of .50 or less and SHGC of .30 to .35 rated (remove window 5 at east wall at kitchen and eliminate no new window, the 5th window will be installed at bedroom1 entry door that will be eliminated). Install window screens to all sliding windows.	Quantity 6	\$	\$
Other	Furnish and install 4"x4" ceramic tile at both hall and master bath shower. All walls and flooring to include grout, floor bonding, and wall bond. Finish with sealing all comers with clear silicon to prevent water damage.	Square Feet 270	\$	\$

II. Electrical Systems

Panel	Upgrade electrical meter (meter minimum rated 100 amp)with main disconnect (Single phase, 2 spaces, 4 circuits, 120/240 Volts) at exterior. To be of UL listed water proof. Add secondary grounding rod 6 ft apart from first grounding rod, 100 amp main over current protection device. Include all connections, neutral bar, new goose neck with imc or emt pipe penetrate 18" minimum from egress of roofing. All electrical installations shall follow and be code compliance with current NEC (National Electrical Code), State and Local codes.	Panel 1	\$	\$
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Electric Top-Off	Remove existing and install a new 125-Amp main lug load center with minimum of 8 spaces/16 circuits. Add a aluminum bus bar for grounding means and a neutral bus bar. Additionally, furnish and replace all 15 and 20 amp breakers for bedrooms to a single-pole arc fault circuit breaker for arc protection.	Sub-Panel 1	\$	\$
Ceiling Fans	Provide 2 Traditional style 52-in Indoor fan with brushed nickel finish ceiling fan. 3 speed reversible AC motor to include energy efficiency light kit. 1 for bedroom 1, and 1 for family room.	Quantity 2	\$	\$
Exterior Lights	Add an electrical outlet for egress lighting at front entry door fixture. Replace secondary egress lighting at west wall. Add an electrical outlet for exterior lighting to the rear of the dwelling. Lighting shall be of utilities pro or equal wall mount switch controlled dual head flood led 25 watt. Furnish and install 2 new exterior electrical outlets to connect 2 new receptacles. 1 anterior and 1 posterior of home, both shall be GFCI tampered and weather resistant and cover shall be rated and UL listed for weather metal cover. Repair exposed electrical wires at exterior of dwelling and add a junction box 18.cu. to convert to a receptacle outlet with proper connections for weather proofing for wet location.	Quantity 6	\$	\$

Other	Run two new small appliance dedicated circuits to kitchen with receptacles being GFCI tampered resistant. Outlets new wiring shall be of 12 gauge 12/2 with ground. Terminate electrical circuit at kitchen being shared with family room. Exchange all receptacles at dwelling replace with new 120v 15 to 20 amp rated tampered resistant with proper receptacle covers. Add GFCI tampered resistant where needed. Replace all outlet switches with new toggle switches rated 15 to 20 amp and include the proper switch covers. Additionally, provide and install any receptacle outlets where missing and wires are expose (hazard). Furnish, install, and run new wiring to all habitable entry rooms 6 ft apart from room entry and/or 12 ft from receptacle to receptacle. Repair exposed wiring at family room. Run new electrical feeder to new ductless minisplit system. Wiring shall be of 14 gauge 14/2 with ground.	Dwelling 1	\$	\$
Other	Add a sconce at hallway for the proper illumination, sconce shall be of wall mount switch controlled and 60 watt equivalent cfl light bulb. Add 2 new exhaust extractor at both master and hall bath, shall be of 50 cfm ceiling mounted UL listed and HVI certified moisture control for 45 sq ft room with a 2.0 sones vented exterior of dwelling.	Square Feet 660	\$	\$
III. Heating, Ventilation, and Air Conditioning Systems				
Other	Furnish and install two 3/4 to 1 ton efficient ductless minisplit air conditioner with heat pump kit. Include exterior condenser with the floor pad to include all materials and labor to give the room (single zone) temperature proper heating and cooling year round. Install 1 for living room and 1 for bedroom 1.	Quantity 2	\$	\$

IV. Plumbing System

<p>Rough-In</p>	<p>Run and install a gas line for the water heater with a drip leg to include an approved gas shut-off ball valve. Include a gas flex line to connect from the termination of main gas at shut off valve line to water heater. Run and install a gas line for range and include a gas shut-off ball valve, gas line shall be of black steel gas pipe. To be installed from interior of the dwelling at kitchen to penetrate exterior of the home at exterior gas line shall be buried 18" below grade and finish 2 ft above finished floor at propane tank.</p>	<p>Quantity 3</p>	<p>\$</p>	<p>\$</p>
<p>Kitchen Sink</p>	<p>Provide and install kitchen faucet to existing sink basin shall be of peerless or similar dual handle high arc. Flow rate of 1.8 gallons per minute, ADA compliant, nickel color include cut-off valves and connect to water lines.</p>	<p>Quantity 1</p>	<p>\$</p>	<p>\$</p>
<p>Toilet</p>	<p>Reinforce both hall and master bath commodes to floor. shall not be loose. Add new wax rings and seal with silicon around commode. Additionally provide the proper a new floppy seat at bedroom 2 bath that is missing.</p>	<p>Quantity 2</p>	<p>\$</p>	<p>\$</p>
<p>Tub/Shower</p>	<p>Provide and install two Delta or similar 1-Handle Water Sense labeled 2.0 GPM shower faucet trim kit with single function showerhead. To include monitor scald-guard with +/-3F ADA compliant, nickel in color. Drain and rough-in kit included, install at bathroom 1 and bathroom 2.</p>	<p>Quantity 2</p>	<p>\$</p>	<p>\$</p>
<p>Bathroom Faucet</p>	<p>Provide and install two faucets shall be of Delta or similar 4 to 3 inch center set, two handle, water sense labeled of 1.5 GPM, ADA, low lead compliant. Nickel color. Drain and cut-off valves for water lines, install one at bathroom 1 and bathroom 2.</p>	<p>Quantity 2</p>	<p>\$</p>	<p>\$</p>

Copper/PVC/Flex	Provide, run, and install new hot and cold water lines for water heater. To be of PEX 3/4" to include a brass shut-off 1/2 turn ball valve corrosion resistant. Include washer outlet box and two brass quarter turn shut-off valve.	Quantity 2	\$	\$
Hose Bib	Provide and install 2 new water spouts 1 posterior and 1 anterior of the dwelling. Both to have vacuum breaker, anti-syphon, and/or frost proof.	Quantity 2	\$	\$
Water Heater	Provide and install a new water heater, connect di-electric fittings to hot and cold lines. Add the proper auxiliary catch can with a drain pipe with a suitable drain, connect the temperature and pressure relief valve with a discharge line 6" of air gap to a suitable drain, and insulate all pipes. Turn on water heater and set the temperature to 120 degrees. Water Heater shall be of 30 gallon minimum 28,000 btu liquid propane type b vent pipe factory installed TPR valve, push-button pilot-light igniter and have an energy factor of .63.	Quantity 1	\$	\$
Other	Repair all water lines at bathroom that includes commode, vanity sink, and shower. All lines shall be of pex 1/2" and include 1/2" nominal compression angle valves. Run new hot water lines for vanity sink and shower.	Quantity 3	\$	\$

V. Appliances

Range/Oven/Cook Top	Replace existing with a new 30" 4.8 cu.ft. freestanding gas range, 4 burners and a window with light for oven. To include liquid propane conversion (change sprayers to LP), electronic clock and timer for oven.	Quantity 1	\$	\$
Range Hood	Add one 30" hood unvented 2 fan speed with an overhead light for range, white finish.	Quantity 1	\$	\$
Other	Furnish, provide, and install one new 125 gallons propane tank to be installed at exterior south wall 10 ft away from windows.	Quantity 1	\$	\$

Cabinets				
Base Cabinets	Furnish and install total of 8 ln ft of alder/oak flat panel base cabinets. To include one 48" for kitchen sink.	Linear Feet 8	\$	\$
Wall Cabinets	Install total of 6 ln ft of alder/oak flat panel wall cabinets . One shall be of 30" for hood vent.	Linear Feet 6	\$	\$
Counter Top	Provide a total of 8 linear feet of counter top space for kitchen. Make egress opening for kitchen sink. Countertop shall be of laminate.	Linear Feet 8	\$	\$
Bathroom Vanity	Install new 24" vanity at hall bath. To include vanity top white in color with 4" center set access holes.	Quantity 2	\$	\$
Miscellaneous				
Smoke Alarms	Provide and install 3 first alert or similar battery operated wireless carbon monoxide smoke detector combo interconnected. Shall be of photoelectric sensor, one for hallway and one for each bedroom (total of 2).	Quantity 3	\$	\$
Final Inspection	Provide one final inspection after all items have been completed. Inspector shall be a licensed TREC (Texas Residential Estate Commission) inspector and must be in good standing. The inspector must provide 3 original TREC property final inspection report with color pictures.	Quantity 1	\$	\$
Grand Total \$				

The Undersigned bidder certifies that profit is _____% of labor and material costs contained in the bid.

SUBMITTED BY: _____
COMPANY NAME

AUTHORIZATION PERSON: _____

SIGNATURE OF AUTHORIZED PERSON _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

DATE: _____

PROJECT 5 **SPECIFICATIONS**

Project Description: The project involves a residential rehabilitation improvements. These improvements can range from minor repairs, painting, and window replacements, to substantial Mechanical and Electrical restorations.

Project Location: Single family owner occupied residential unit being rehabilitated was built in 2009 and located at **657 Cascada, El Paso, Texas 79928 Colonia of Agua Dulce.**

Item Description	Spec Description	Quantity, Square feet, Linear Feet, Perimeter, Etc.	Unit Price	Total Price
Site Work				
Dumpster	Provide one roll off 20 yard disposal container for the removal of construction debris.	Quantity 1	\$	\$
Site Toilet	Provide one single portable toilet.	Quantity 1	\$	\$
Other	Site grading; add soil around the dwelling for proper drainage 6" of slope for first 10 ft, for water to move away from dwelling. Use soil on home owners property and properly compact. Additionally, add a no step entry with soil properly compacted at front entry.	Quantity 1	\$	\$
I. Structural Systems				
Foundation	Install a small entry step at rear exterior entry doorway. Step shall be of concrete rated at 3000 psi leveled floated.	Quantity 1	\$	\$
Roof Covering	Reseal all roof penetrations, pipes, and electrical gooseneck at roofing. Use waterproof roof sealant, and add grain or pebbles to tar to protect against weather and sunlight.	Quantity 1	\$	\$

Roof Structure/Attic	Add a total of 2 roof vents large capacity metal dome vent 14" to cover 144 sq in per metal dome. Additionally, add another 4 soffit vents to existing vents two on each side of dwelling. To be of 8" aluminum and have a net free area of 56 square inches per piece.	Quantity 6	\$	\$
Insulation	Provide and install R-30 fiberglass batts at attic knee wall. Fiberglass shall be of class 2 kraft facing vapor retarder.	Square Feet 450	\$	\$
Interior walls	Structure an interior wall at bedroom 2 to be of 4'x6'x8' for bedroom closet, add a header for the installation of prehung closet door. Make an opening at hallway for new egress to hall bath. Opening shall be of 3'x8' and add a header for newly installed prehung door. Structure new interior walls for bedroom one closet, add a header for newly installed sliding door. Additionally, sole plate lumber to be of treated wood.	Square Feet 280	\$	\$
Drywall	Provide and install drywall at newly structured bedroom 1 closet, bedroom 2 closet, and ceiling at furnace closet. Additionally, repair drywall damage at bedroom 2 clean-out. Drywall shall be of 1/2" Gypsum core encased in natural-finish paper with asbestos free. In addition, install cement backer board Durock or similar at master bedroom shower. To include Philips head coarse sharp point screws for drywall support.	Repairs 10	\$	\$

Tape/Texture/Float	Repair drywall damaged made from several sub contractors. Replace water damage drywall at hall bath, and bedroom 2. Hall bath drywall shall be of cement backer board durock or similar. Additionally tape, texture, and float all newly installed gypsum board for preparation for painting.	Repairs 12	\$	\$
Exterior Walls	Remove all exterior wall covering for the reinstallation of exterior stucco covering. Provide and install the proper vapor barrier with mesh to include weep screed flashing. Additionally, apply plaster brown coat to finish with 16 elastomeric medium rilled pastel base stucco buckets. Stucco color to be chosen by home owner.	Square Yards 180	\$	\$
Siding/Soffits/Trim	Replace damaged fascia total of 16 In ft at rear north corner wall. Provide and install final exterior trim to both exterior doors total of 36 In ft. To be of brick moulding.	Linear Feet 52	\$	\$
Interior Doors	Add a total of 5 interior doors, one 48"x66" prehung 6 panel with passage door knob for furnace closet (Combustion Appliance Zone), one 32"x80"prehung 6 panel closet door at master bedroom with privacy door knob, one 32"x80" prehung 6 panel for hall bath opening at hall with privacy door knob, one new prehung 6 panel sliding door for bedroom 2, one 6 panel sliding door for bedroom 1 closet. Additionally, add one sliding door at master bedroom 6 panel. Newly installed prehung doors shall be of primed for easy painting. Door knobs shall be of lever type handles nickle color with door stoppers.	Quantity 6	\$	\$

Floors	Provide and install new 12"x12" to 16"x16" ceramic tile. To include labor, thinset, tile, grout and all materials necessary to fully install flooring. Additionally, regrout and reseal hall bath shower. Provide and install ceramic covering, to be of 4"x4" to all three walls at master bathroom shower. Include tile adhesive, tile, sanded grout, and all materials necessary to fully install shower wall covering.	Square Feet 1170	\$	\$
Windows	Remove 6 existing and install 6 new (three 48"x48", one 48"x60", one 48"x72", and one 36"x36") low-e double pane horizontal slider vinyl windows. Fenestrated energy rated with a u-factor of .50 or less and SHGC of .30 to .35. Remove 1 and install 1 new low-e obscured 24"x24" double pane vertical slider vinyl window. Fenestrated energy rated with a u-factor of .50 or less and SHGC of .30 to .35 rated. Include window screens to all sliding windows.	Quantity 7	\$	\$
Final Trim	Add base and door moulding missing around dwelling. Mouldings shall be of 2 1/4" Primed Finger-Jointed white finish for easy painting.	Dwelling 1	\$	\$
Porch/Deck/Carport	Repair both columns at front porch, add 4"x4" and install ZMAX galvanized base over poured cement. Cover exposed osb and 2'x6' with siding. Additionally, install a 1'x2' strip board to seal all corners of columns.	Quantity 2	\$	\$

II. Electrical Systems

<p>Panel</p>	<p>Redo electrical meter with main disconnect at exterior. To be rated for 150 amp UL listed water proof, add secondary grounding rod 6ft apart from first grounding rod, and a 150 amp main over current protection device. Include all connections, neutral bus bar, new goose neck with imc or emt pipe and penetrate 18" minimum from egress of roofing. Cancel existing over current protection device and copper wiring for previous existing mobile home. Additionally, add 3 new AFCI (arc fault circuit interrupter) at bedrooms for arc fault protection. Replace oversized 40 amp breaker to 20 amp at sub panel.</p>	<p>Panel</p>	<p>\$</p>	<p>\$</p>
<p>Electric Rough-In</p>	<p>Add one 3 way switch for hall bath at new egress opening to work with bedroom 1 entry switch. Provide and run a 40amp two pole 240v dedicated over-current protection device from sub-panel to condenser exterior of the dwelling, wire to be of romex 8/2 with ground. Provide a 40 amp a/c disconnect and run romex 8/2 wire with car-flex to combo HVAC unit.</p>	<p>Quantity 2</p>	<p>\$</p>	<p>\$</p>
<p>Electric Top-Off</p>	<p>Replace four 120v receptacles with new tampered resistant 120v 15 to 20amp. Receptacle to be UL rated at bedroom 2, to include new plate coverings.</p>	<p>Quantity 4</p>	<p>\$</p>	<p>\$</p>

Bathroom Lights	Provide and install one new wall mounted 3 light bulb satin nickle fixture for master bath and one for hall bath. Installed over vanity mirror, light bulbs shall be cfl 60 watt equivalent. Install 2 new exhaust at hall and master bathroom. Shall be of 50 cfm ceiling mounted UL listed and HVI certified moisture control for 45 sq ft room with 2.0 sones exterior vented.	Quantity 4	\$	\$
Ceiling Fans	Provide 1 ceiling fan of 52" blades to include light kit. Light shall be of energy efficiency with fluorescent light bulb 60 watt equivalent, nickle plated in color for bedroom 1.	Quantity 1	\$	\$
Exterior Lights	Remove and reinstall 6 new flood light fixtures at exterior of dwelling. To be of utilitech pro or similar, wall mount switch controlled dual head flood led 25 watt lighting, add an 18c.u. single gang electrical plastic outlet boxes where needed.	Quantity 6	\$	\$
Kitchen Lights	Install one ceiling mount project source or equivalent 5 light chandelier fixture. To be of satin nickle in color with cfl 60 watt equivalent light bulbs.	Quantity 1	\$	\$
Utility Area Lights	Provide and install one 120v TR receptacle outlet at furnace closet, wiring to be of romex 14 gauge 14/2 with ground, to be protected by a 15 amp over current protection device at sub panel. Additionally, provide and install one 3 wire pigtail for furnace. Provide 1 new dedicated circuit 20 amp over current protection device 220v for water heater at furnace closet. Wiring to be of 12 gauge 12/3 with ground romex.	Quantity 3	\$	\$

Bedroom Lights	Remove existing keyless fixture and replace with a project source or similar 2 bulb 13" flush mount lighting fixture with 60 watt equivalent cfl light bulb. Satin nickle in color at bedrooms one, two and at kitchen. Remove damaged ceiling mount fixtures at hall, replace with 2 pack efficient commercial electric or similar, nickle plated in color.	Quantity 5	\$	\$
Closet Lights	Remove and install a new keyless hardwire ceiling socket with pull chain. Add a CFL 60 watt equivalent light bulb for attic entry.	Quantity 1	\$	\$
GFCI (Ground Fault Circuit Interrupter)	Remove existing and install 3 new GFCI at posterior and anterior of the dwelling. Shall have new single gang plastic outlet box, GFCI and rain tight rated cover, with metal covering. Add 5 GFCI. 3 at kitchen (next 1 to sink basin, 1 back of microwave, and 1 at cabinet for hood), 1 for master bedroom, and 1 for hall bath. All shall be of GFCI protected and tampered resistant UL listed.	Quantity 8	\$	\$

III. Heating, Ventilation, and Air Conditioning Systems

Heating Equipment	Provide 80% or better AFUE 14.5 SEER or 12 EER energy rated Electric Forced Air Furnace with evaporative coils for zone 3 (shall be of a combo unit with condenser).	Unit 1	\$	\$
Cooling Equipment	Provide a 3 ton 14.5 SEER or 12 EER energy star fan condenser unit, to include copper refrigerant tubing for zone 3 (shall be of a combo unit with furnace).	Unit 1	\$	\$

Ducts And Vents	Run new duct work with flex rated r-8 or better insulation to interior of thermal boundary. To include habitable rooms, kitchen, living, study, bathrooms, and utility (all connections and joints shall be sealed with mastic to prevent air infiltration). Provide all grills, vents, and/or registers.	Dwelling 1	\$	\$
Other	Provide a programmable thermostat centrally located 3 ft away from any doors, windows, appliances, or televisions and installed not higher than 48" from finished floor.	Quantity 1	\$	\$
IV. Plumbing System				
Kitchen Sink	Provide and install new kitchen sink. Must be new stainless steel 6" deep double basin, 30" self rim unit to include strainers/drain plugs. Provide a vent stack on bottom of sink at drain for venting. Provide and install new faucet, single handle pull-out sprayer kitchen faucet high arc, flow rate of 2.2 gallons per minute, ADA compliant, nickel or chrome in color.	Quantity 2	\$	\$
Toilet	Remove and install 2 new 16" riser water sense elongated white in color commode. Include all necessary materials for fully installation, 1 for hall bath and 1 at master bedroom.	Quantity 2	\$	\$
Tub/Shower	Remove existing and install 2 new shower faucets at hall and master bath shower. To be of Delta or similar 1-Handle Water Sense labeled 2.0 GPM. Bathtub and Shower Faucet Trim Kit with Single Function Showerhead with monitor scald-guard with +/-3F ADA Compliant, in color.	Quantity 2	\$	\$

Bathroom Faucet	Replace hall and master vanity sink faucets. Both shall be of Delta or similar rise arc 4 to 3 inch center set, two handle. Water sense labeled of 1.5 GPM, ADA, low lead compliant, nickel in color.	Quantity 2	\$	\$
Hose Bib	Provide and install 2 new water spouts, 1 posterior and 1 anterior of the dwelling. Both to have vacuum breaker, anti-syphon, and/or frost proof.	Quantity 2	\$	\$
Water Heater	Bring up to code newly acquired electric water heater provided by home owner. Connect di-electric fittings to hot and cold lines, add the proper auxiliary catch can with a drain pipe with a suitable drain. Connect the temperature and pressure relief valve with a discharge line 6" of air gap to a suitable drain, and insulate all pipes. Turn on water heater and set the temperature to 120 degrees.	Quantity 1	\$	\$
Other	Properly repair the clean out at back of the dwelling. Add an exterior cover to protect from elements of earth. Repair exposed plumbing at bedroom 2 rear wall to hall bath and add clean out.	Quantity 3	\$	\$

V. Appliances

Range/Oven/Cook Top	Replace existing with a new 30" 4.8 cu.ft. freestanding electric range, with 4 burners and window light. Shall have anti-tipping device, white finish color.	Quantity 1	\$	\$
Range Hood	Add one 30" hood unvented 2 fan speed with an overhead light for range, white finish color.	Quantity 1	\$	\$

Cabinets

Bathroom Vanity	Provide 2 new 24" base cabinets with top. Project Source white integral single sink bathroom vanity with cultured marble top or similar.	Quantity 2	\$	\$
Other	Repair three cabinet doors and hinges at kitchen.	Quantity 3	\$	\$
Miscellaneous				
Smoke Alarms	Provide and install 4 first alert or similar battery operated wireless carbon monoxide smoke detector combo interconnected. Shall be of photoelectric sensor, one for hallway and one for each bedroom (total of 3).	Quantity 4	\$	\$
Other	Furnish, provide and install gutters. Shall have the proper connections, extension and a downspout to divert rain runoff from eaves at roofing. To be installed at south and north side of dwelling.	Linear Feet 80	\$	\$
Final Inspection	Provide one final inspection after all items have been completed. Inspector shall be a licensed TREC (Texas Residential Estate Commission) inspector and must be in good standing. The inspector must provide 3 original TREC property final inspection report with color pictures.	Quantity 1	\$	\$
Grand Total			\$	

The Undersigned bidder certifies that profit is _____% of labor and material costs contained in the bid.

SUBMITTED BY: _____
COMPANY NAME

AUTHORIZATION PERSON: _____

SIGNATURE OF AUTHORIZED PERSON _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DATE: _____

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

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

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

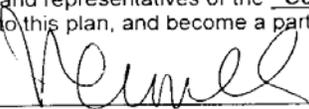
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Section 3 Policy

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

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

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



Veronica Escobar
County Judge

3-2-15
Date

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

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

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

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

Signature

Printed Name

Title

Date

SAMPLE
Home Rehabilitation Agreement

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

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the Project; the Rehabilitation of 5 Owner Occupied Single Family Housing Units, as specified in the Specification for each Project Site and required supplemental work for the County of El Paso Colonia Self Help Center Program a Texas Department of Housing and Community Affairs-Texas Community Development Block Grant (TxCDBG) project, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____.

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

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

1. This Agreement (pgs. 1-2)
2. Addenda (If applicable)
3. Invitation for Bids
4. Instructions to Bidders
5. Signed Copy of Bid
6. General Conditions
7. Specifications
8. [Add any applicable documents]

ARTICLE 4. Performance. Work, in accordance with the Contract dated _____, _____, shall commence on or before _____, _____, and Contractor shall complete the WORK within ninety (90) days consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, _____.

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

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

(The Contractor)

By _____ (e.g., proprietorship, partnership, corporation)

Title _____

El Paso
County

By _____
Veronica Escobar
County Judge

Corporate Certifications

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

Corporate
Seal

(Corporate Secretary)

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Date: _____

Bidder (Legal Name of Firm): _____

Date Organized: _____

Address : _____

_____ :

Date Incorporated _____

Federal ID Number: _____

Number of Years in contracting business under present name _____

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

Work Presently Under Contract:

Contract	Amount \$	Completion Date
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Type of work performed by your company: _____

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

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

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

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

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

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

Project	Amount \$	Mo/Yr Completed

Major equipment available for this contract: _____

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

Bank References

Address: _____ Contact _____ Name: _____

City & State: _____ Zip: _____ Phone Number: _____

Credit available: \$ _____

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

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

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

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

Signed this _____ day of _____, 20_____.

Signature

Printed Name and Title

Company Name

Notary Statement:

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

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

Notary Public

Signature

Printed Name

My Commission Expires: _____,

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

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

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

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

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

Yes

No

The undersigned hereby certifies that:

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

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

Yes

No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of El Paso

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

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

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

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

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

CONTRACTOR'S CERTIFICATION
of RECOVERED MATERIAL

ACKNOWLEDGEMENT

I, _____ (Principal's Name) of
_____ (Company Name) _____,
(hereinafter called "Contractor"), acknowledge the recovered material bidding requirements found in 2 CFR 200.322 that requires the Contractor to procure those items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

I also acknowledge that this requirement shall apply to items purchased (1) where the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) where during the preceding fiscal year, the value of the quantity acquired was in excess of \$10,000.

Finally, I acknowledge the attached list of recovered materials included in the bid documents.

Printed Name and Title

Signature

Date

USE OF RECOVERED MATERIAL

Please check one:

- Recovered materials are included in this bid:
Materials included _____
- Recovered materials are not reasonably available in a reasonable period of time.
- Recovered materials fail to meet reasonable performance standards, which are determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable.
- Recovered materials are only available at an unreasonable price.

Printed Name and Title

Signature

Date

A listing of Texas suppliers of recovered materials may be found at
<http://www3.epa.gov/epawaste/consERVE/tools/cpg/directory.htm>

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 "El Paso County", in the penal sum of _____ Dollars, (\$_____), lawful money of the United States, for the payment for 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 _____, 20____, for Home Rehabilitation Program for the County of El Paso Colonia Self Help Center.

NOW, THEREFORE, 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 therefore, or if no period by specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the The County 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 The County the difference between the amount specified in said Bid and the amount for which the The County 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 WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of, 20____, 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.

(Forms of Bid Bonds prepared to meet the requirements of Local or State Laws or the needs of the The County should be substituted for this form where necessary.)

Attest: _____ By: _____

Attest: _____ By: _____

Countersigned By: _____
Attorney-in-Fact, State of _____

Power-of-Attorney for person signing for the surety company must be attached to bond.

If Bidder is a Corporate, required: 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

PAYMENT BOND

_____, as surety ("Surety"),
(Insert Proper Name of Surety)

and _____
(Insert Proper Name of Contractor)

as principal ("Contractor"), enter into, execute this bond ("Payment Bond"), and bind

themselves in favor of _____,
(Insert Proper Name of Owner)

as obligee ("Owner") in the penal sum of \$ _____,
(Insert Penal Sum)

as of the _____.
(Insert Date of Construction Contract)

WHEREAS, the Contractor has executed a contract with the Owner of even date
herewith ("Construction Contract") for construction of _____

(Insert Description and Location of the Construction Project)

("Project"); and,

WHEREAS, the Owner has required the Contractor to furnish this Payment Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1.

The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract including without exception all of its terms and conditions, both express and implied, and, without limitation, specifically including Contractor's obligation to pay for labor, materials, services and equipment provided in connection with the Construction Contract performance;

2.

For purposes of this Payment Bond, Beneficiary is defined as a person or entity who has actually provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract, and having:

(A) a direct contract with the Contractor; or

(B) a direct contract with a subcontractor of the Contractor; or

(C) rights, under the laws of the jurisdiction where the Project is located, to file a lien, a claim or notice of lien, or otherwise make a claim against the Project or against funds held by the Owner, if the Project is, or were, subject to such filing.

3.

The Surety shall not be obligated hereunder to a Beneficiary other than a Beneficiary having a direct contract with the Contractor unless such Beneficiary has given written notice of its claim to the Contractor and the Surety within the longer of:

(A) ninety (90) days after such Beneficiary provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract; or,

(B) the period of time provided by the jurisdiction wherein the Project is located for (1) filing of a lien, claim of lien, notice of lien, if the Project is, or were, subject to such filing, or (2) otherwise making a claim against the Project or against funds held by the Owner; stating the amount claimed and identifying, by name and address, the person or entity to whom such labor, material, equipment, services or other items were provided.

4.

In no event shall the Surety be obligated hereunder for sums in excess of the Penal Sum.

5.

Upon receipt of a claim from a Beneficiary hereunder, the Surety shall promptly, and in no event later than 30 days after receipt of such claim, respond to such claim in writing (furnishing a copy of such response to the Owner) by:

(A) making payment of all sums not in dispute; and,

(B) stating the basis for disputing any sums not paid.

6.

No action shall be commenced by a Beneficiary hereunder after the passage of the longer of one (1) year following final completion of the Construction Contract or, if this bond is provided in compliance with applicable law, any limitation period provided therein. If the limitation period contained in this Paragraph is unenforceable, it shall be deemed amended to provide the minimum period for an action against the Surety on a payment bond by a third-party beneficiary thereof.

7.

Any and all notices to the Surety or the Contractor shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY:

CONTRACTOR:

OWNER:

CONTRACTOR:

SURETY:

SEAL
(INSERT PROPER NAME OF CONTRACTOR)

SEAL
(INSERT PROPER NAME OF SURETY)

By: _____
(SIGNATURE OF AUTHORIZED SIGNATORY)

By: _____
(SIGNATURE OF AUTHORIZED SIGNATORY)

(OFFICE OR TITLE OF PERSON SIGNING)

(OFFICE OR TITLE OF PERSON SIGNING)

PERFORMANCE BOND

_____ as ("Surety"),
(Insert Proper Name of Surety)

and _____
(Insert Proper Name of Contractor)

as principal (Contractor"), enter into, execute this bond ("Performance Bond"), and bind themselves in favor of

_____,
(Insert Proper Name of Owner)

as obligee ("Owner"), in the penal sum of \$ _____,
(Insert Penal Sum)

as of the _____
(Insert Date of Construction Contract)

WHEREAS, the Contractor has executed a contract with the Owner of even date herewith ("Construction Contract") for construction of _____

(Insert Description and Location of the Construction Project)

and,

WHEREAS, the Owner has required the Contractor to furnish this Performance Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1.

The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract including without exception all of its terms and conditions, both express and implied.

2.

If the Contractor is in default of the Construction Contract and the Owner, by written notice to the Contractor and the Surety, declares the Contractor to be in default and terminates the right of the Contractor to proceed, the Surety shall thereupon promptly notify the Owner in writing as to which of the actions permitted to the Surety in Paragraph 3 it will take.

3.

Upon default and termination of the Contractor and notice to the Contractor and Surety as provided in Paragraph 2 above, the Surety shall within 30 days proceed to take one or, at its option, more than one of the following courses of action:

(A) Proceed itself, or through others acting on its behalf, to complete full performance of the Construction Contract including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Contractor. During such performance by the Surety the Owner shall pay the Surety from its own funds only such sums as would have been due and payable to the Contractor in the absence of the default and termination.

(B) Applicable law permitting, and with the prior written consent of the Owner, obtain bids or proposals from contractors previously identified as being acceptable to the Owner, for full performance of the Construction Contract. The Surety shall furnish the Owner a copy of such bids or proposals upon receipt of same. The Surety shall promptly select, with the agreement of the Owner, the best responsive bid or proposal and shall promptly tender the contractor submitting it, together with a contract for fulfillment and completion of the Construction Contract executed by the completing contractor, to the Owner for the Owner's execution. Upon execution by the Owner of the contract for fulfillment and completion of the Construction Contract, the completing contractor shall furnish to the Owner a performance bond and a separate payment bond, each in the form of those bonds previously furnished to the Owner for the Project by the Contractor. Each such bond shall be in the penal sum of the (1) fixed price for completion, (2) guaranteed maximum price for completion, or (3) estimated price for completion, whichever is applicable. The Owner shall pay the completing contractor from its own funds only such sums as would have been due and payable to the Contractor under the Construction Contract as and when they would have been due and payable to the Contractor in the absence of the default and termination. To the extent that the Owner is obligated to pay the completing contractor sums which would not have then been due and payable to the Contractor under the Construction Contract, the Surety shall provide the Owner with such sums in a sufficiently timely manner that the Owner can utilize such sums in making timely payment to the completing contractor; or,

(C) Take any and all other acts, if any, mutually agreed upon in writing by the Owner and the Surety.

4.

In addition to those duties set forth hereinabove, the Surety shall promptly pay the Owner all loss, costs and expenses resulting from the Contractor's default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, liquidated or actual damages, as applicable, for delay in completion of the Project, and fees, expenses and costs incurred at the direction, request, or as a result of the acts or omissions of the Surety.

5.

In no event shall the Surety be obligated to the Owner hereunder for any sum in excess of the Penal Sum.

6.

The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed.

7.

This Performance Bond is provided by the Surety for the sole and exclusive benefit of the Owner and, if applicable, any dual obligee designated by rider attached hereto, together with their heirs, administrators, executors, successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.

8.

Any and all notices to the Surety, the Contractor or the Owner shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY:

CONTRACTOR:

OWNER:

9.

Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Construction Contract has not run or expired.

CONTRACTOR:

SEAL
(INSERT PROPER NAME OF CONTRACTOR)

By: _____
(SIGNATURE OF AUTHORIZED SIGNATORY)

(OFFICE OR TITLE OF PERSON SIGNING)

SURETY:

SEAL
(INSERT PROPER NAME OF SURETY)

By: _____
(SIGNATURE OF AUTHORIZED SIGNATORY)

(OFFICE OR TITLE OF PERSON SIGNING)

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____ the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Texas State Bar Number: _____

HOME REHABILITATION PROGRAM

County of El Paso Colonia Self Help Center

SPECIFICATIONS

Project Site 1

Vicente Nunez & Maria I. Nunez
736 Agua del Rio, El Paso, TX 79928
Colonia: Agua Dulce

Project Site 2

Nuvia Castro-Luna
638 Zinc Pl., El Paso, TX 79928
Colonia: Horizon View Estates

Project Site 3

Josefina Garcia
15640 Stratford, El Paso, TX 79928
Colonia: College Park Addition

Project Site 4

Rita Ochoa
14961 Las Colonias, El Paso, TX 79928
Colonia: Colonia de El Paso

Project Site 5

Carolina Lugo
657 Cascada, El Paso, TX 79928
Colonia: Agua Dulce

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



Building Contractor's Request for Payment

County: El Paso Contract Number: 7214003
Homeowner: Vicente Nunez & Maria I. Nunez Contractor: _____
Address: 736 Agua del Rio, El Paso, TX 79928

Building Contractor's Certification and Request for Inspection and Payment

I hereby certify with my initials and signature that:

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

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

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

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

\$ _____

Signature of Contractor: _____ Date: _____

Homeowner Certification

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

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

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

\$ _____

Signature of Homeowner: _____ Date: _____

Colonia Self Help Center Certification

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

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

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

\$ _____

Signature of CSHC Representative: _____ Date: _____

Printed name of CSHC Representative: _____ 162 _____

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



Building Contractor's Request for Payment

County: El Paso Contract Number: 7214003
Homeowner: Nuvia Castro-Luna Contractor: _____
Address: 638 Zinc Pl., El Paso, TX 79928

Building Contractor's Certification and Request for Inspection and Payment

I hereby certify with my initials and signature that:

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

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

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

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

\$ _____

Signature of Contractor: _____ Date: _____

Homeowner Certification

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

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

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

\$ _____

Signature of Homeowner: _____ Date: _____

Colonia Self Help Center Certification

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

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

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

\$ _____

Signature of CSHC Representative: _____ Date: _____

Printed name of CSHC Representative: _____ 163 _____

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



Building Contractor's Request for Payment

County: El Paso Contract Number: 7214003
Homeowner: Josefina Garcia Contractor: _____
Address: 15640 Stratford, El Paso, TX 79928

Building Contractor's Certification and Request for Inspection and Payment

I hereby certify with my initials and signature that:

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

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

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

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

\$ _____

Signature of Contractor: _____ Date: _____

Homeowner Certification

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

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

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

\$ _____

Signature of Homeowner: _____ Date: _____

Colonia Self Help Center Certification

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

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

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

\$ _____

Signature of CSHC Representative: _____ Date: _____

Printed name of CSHC Representative: _____ 164 _____

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



Building Contractor's Request for Payment

County: El Paso Contract Number: 7214003
Homeowner: Rita Ochoa Contractor: _____
Address: 14961 Las Colonias, El Paso, TX 79928

Building Contractor's Certification and Request for Inspection and Payment

I hereby certify with my initials and signature that:

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

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

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

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

\$ _____

Signature of Contractor: _____ Date: _____

Homeowner Certification

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

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

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

\$ _____

Signature of Homeowner: _____ Date: _____

Colonia Self Help Center Certification

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

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

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

\$ _____

Signature of CSHC Representative: _____ Date: _____

Printed name of CSHC Representative: _____ 165 _____

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



Building Contractor's Request for Payment

County: El Paso Contract Number: 7214003
Homeowner: Carolina Lugo Contractor: _____
Address: 657 Cascada, El Paso, TX 79928

Building Contractor's Certification and Request for Inspection and Payment

I hereby certify with my initials and signature that:

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

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

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

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

\$ _____

Signature of Contractor: _____ Date: _____

Homeowner Certification

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

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

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

\$ _____

Signature of Homeowner: _____ Date: _____

Colonia Self Help Center Certification

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

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

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

\$ _____

Signature of CSHC Representative: _____ Date: _____

Printed name of CSHC Representative: _____ 166 _____

COUNTY OF EL PASO, TEXAS
Solicitation Check List

Bid # 16-027

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Tuesday, April 26, 2016. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Bid?

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

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

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

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

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

_____ Did you provide one original and four (4) electronic versions of the complete bid (CD/DVD/Flashdrive) in Word/PDF Format of your response? Electronic copy must reflect the original hard copy.