



## **NOTICE TO BIDDERS**

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 7:30 a.m. to 5:30 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, January 20, 2020**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

### **BID NO. 2020-27 RECONSTRUCTION OF ONE (1) RESIDENCE - 510 N. VETERANS**

**A pre-bid conference will be held between 2:00-5:00 p.m., Tuesday, January 14, 2020, at the Edinburg City Hall Community Room. All prospective bidders are encouraged to attend. If you have any questions or require additional information regarding specifications, please contact Ms. Veronica Guerrero, Housing Coordinator at (956) 388-8206.**

If you have any questions or require additional information regarding this bid, please contact LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com).

**If Hand-delivering Bids:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> Floor)

**If using Land Courier (i.e., FedEx, UPS):** City of Edinburg  
c/o City Secretary  
415 West University Drive  
Edinburg, Texas 78541

**If Mailing Bids:** City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

**Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.**

# CITY OF EDINBURG

## INSTRUCTIONS TO BIDDERS

### **DEVIATION FROM SPECIFICATION**

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

### **PURPOSE**

1. The purpose of these specifications/requirements and bidding documents is for the purchase of **RECONSTRUCTION OF ONE (1) RESIDENCE - 510 N. VETERANS** for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

### **SUBMITTAL OF BID**

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

<b><u>If Hand-delivering Bids:</u></b>	415 West University Drive, c/o City Secretary Department (1 <sup>st</sup> Floor)
<b><u>If using Land Courier (i.e., FedEx, UPS):</u></b>	415 West University Drive, c/o City Secretary Department (1 <sup>st</sup> Floor), Edinburg, Texas 78541
<b><u>If Mailing Bids:</u></b>	P.O. Box 1079, Edinburg, TX 78540-1079

### **PREPARATION OF BID**

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

### **ALTERATIONS/AMENDMENTS TO BID**

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **SALES TAX**

State sales tax must not be included in the bid.

### **SUBSTITUTIONS**

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

### **NO BID RESPONSE**

If unable to submit a bid, bidder should return inquiry giving reasons.

### **EXCEPTIONS**

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

### **BRAND OR MANUFACTURER REFERENCE**

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

### **DELIVERY**

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

### **DELAY IN SERVICE DELIVERY**

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

### **SERVICE DELIVERED PRICING**

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

### **VALID BID TIME FRAME**

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

### **RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **MULTIPLE VENDOR CONTRACTS**

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof. The City reserves the right to award each item separately or individually, award to one or multiple vendors, and accept the proposal deemed most advantageous to the City.

### **INDEMNIFICATION CLAUSE**

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

### **ADDENDA**

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent at 956-388-1895 and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

### **SYNONYM**

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the purchase of RECONSTRUCTION OF ONE (1) RESIDENCE - 510 N. VETERANS as specified.

### **ASSIGNMENT**

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

### **INTERPRETATIONS**

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via



## **INSTRUCTIONS TO BIDDERS (Continued):**

Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

### **STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

### **BIDDER'S EMPLOYEES**

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

### **RIGHT TO WAIVE**

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

### **COOPERATIVE PRICING**

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

### **TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

### **PREPARATION OF BID**

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

### **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

### **VERBAL THREATS**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **MATHEMATICAL ERRORS**

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

### **AUDIT**

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

### **PAST PERFORMANCE**

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

### **JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

### **VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

### **CONFLICT OF INTEREST**

#### **CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only

## **INSTRUCTIONS TO BIDDERS (Continued):**

to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **HB 89**

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

### **AWARD**

For purposes of this project, award will be contingent on approval of budget.

### **CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

### **SPECIAL CIRCUMSTANCES**

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

### **TERMINATION OF CONTRACT**

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

### **STANDARD INSURANCE REQUIREMENTS**

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

**INSTRUCTIONS TO BIDDERS (Continued):**

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

## INSTRUCTIONS TO BIDDERS (Continued):

City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

### **BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY**

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

## HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of

\_\_\_\_\_, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

**1. Does not boycott Israel currently; and**

**2. Will not boycott Israel during the term of the contract.**

**3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

*Pursuant to Section 2270.001, Texas Government Code:*

*1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

*2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

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\_\_\_\_\_  
**SIGNATURE OF COMPANY REPRESENTATIVE:**

\_\_\_\_\_  
**TYPE/PRINT NAME AND TITLE:**

\_\_\_\_\_  
**DATE:**

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
RECONSTRUCTION OF ONE (1) RESIDENCE - 510 N. VETERANS**

**BID NO. 2020-27**

**BID OPENING DATE: January 20, 2020 at 3:00 p.m.**

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **RECONSTRUCTION OF ONE (1) RESIDENCE - 510 N. VETERANS.**

You are invited to submit a sealed bid for the purchase and RECONSTRUCTION OF ONE (1) RESIDENCE – 510 N. VETERANS as requested by the City of Edinburg, C.D.G.M. Department.

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

SEE ATTACHED SPECIFICATIONS

**CITY OF EDINBURG  
BID FORM FOR  
RECONSTRUCTION OF ONE (1) RESIDENCE - 510 N. VETERANS**

**BID NO. 2020-27**

**BID OPENING DATE: January 20, 2020 at 3:00 p.m.**

I/We submit the following bid in **ORIGINAL FORM** for **RECONSTRUCTION OF ONE (1) RESIDENCE - 510 N. VETERANS** according to City of Edinburg requirements, less tax:

**NOTE:** In addition to responding to our “local” solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other **State of Texas recognized and approved cooperative** which has complied with the bidding requirements for the State of Texas (**any and all applicable fees must be included**). **All cooperative pricing must be submitted on or before bid/proposal opening date and hour.**

**CHECK ONE**

☐ **BUYBOARD**    ☐ **H-GAC**    ☐ **TXMAS**    ☐ **DEALER/LOCAL**  
☐ **TX DIR**        ☐ **TFC**        ☐ **OTHER** \_\_\_\_\_

**Specify**

CONTRACT NUMBER: \_\_\_\_\_ COMMODITY NUMBER: \_\_\_\_\_  
(if applicable) (if applicable)

ITEM	QUANTITY	DESCRIPTION	EXTENDED PRICE
1	1	<b>510 N. VETERANS</b>  LEGAL DESCRIPTION: LOT 9, BLOCK 151, MIRATREN SUBDIVISION, CITY OF EDINBURG, HIDALGO COUNTY, TEXAS.  <b>NOTE 1: ALL BIDDERS MUST BE ON THE HOUSING ASSISTANCE PROGRAM APPROVED CONTRACTORS LIST.</b>	\$ _____



**BID FORM FOR PURCHASE OF RECONSTRUCTION OF ONE (1) RESIDENCE - 510 N. VETERANS (Continued):**

*All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.*

Does the Company have an office located in Edinburg, Texas?                      Yes \_\_\_\_\_ No\_\_\_\_\_

Has the Company ever conducted business with the City of Edinburg?                      Yes \_\_\_\_\_ No\_\_\_\_\_

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**SIGNATURE:** \_\_\_\_\_

**TYPE/PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_

**FAX NO.:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**City of Edinburg  
Housing Assistance Program  
Community Development Block Grant**

**DESCRIPTION OF MATERIALS ON PROPOSED CONSTRUCTION**

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2 Bedrooms, 1 Bath Handicap / Brick Veneer

Applicant's Name: Gloria Morales

Mailing Address: 510 N. Veterans, Edinburg, Texas 78541

Legal Description: Lot 9, Block 151, Miratren Subdivision, City of Edinburg, Hidalgo County, Texas.

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1. Describe all materials and equipment to be used, whether or not shown on the drawings, by making "x" in each appropriate check-box and entering the information called for in each space. If inadequate, enter "See Misc." and describe under item 25 or on an attached sheet.
  2. Work specifically described or shown will not be considered for value.
  3. Include no alternates, "or equal" phrases, or contradictory items. (Consideration of a request for acceptance of substitute materials or equipment is not thereby precluded.)
  4. Include signatures required at the end of this form.
  5. The construction shall be completed with the related drawings and specifications, as amended during processing.
  6. All demolition and construction debris must be disposed of at the City of Edinburg Landfill.
- 

The contractor is responsible for review of this Specification and field verification to determine that a complete and functioning project is delivered to the Homeowner within the sealed written quote. Any additional work to be done or changes in work proposed must be approved in writing and signed by the City, Homeowner(s), and the Contractor.

Should any figures be unverifiable or omitted that are necessary for a clear and comprehensive understanding, or should any errors appear, it will be the duty of the contractor to advise the proper party of the same, and not to go on with the work or bid in uncertainty.

The contractor is to furnish all transportation, labor, materials, apparatus, water scaffolding, and tools, for completing total construction project in the best possible and most rapid manner and to its entire, proper and substantial completion. The contractor should provide temporary light pole or power generator for the construction. Any trees, shrubs, etc., needed to be cut or removed are the Contractor's responsibilities.

The Contractor is to be held responsible for any violations of the proper City's, States' and/or Counties' Codes and Ordinances under which this property is governed. Contractor will provide temporary on-site portable toilet for the duration of construction project.

The Contractor shall on a daily basis or as needed, remove all rubbish and waste materials and keep the premises as clean as possible during the progress and at the completion of work. The Contractor shall deliver the home in a broom clean condition; remove any construction debris from the property right of ways, curbs and gutters.

The City of Edinburg and Contractor may erect a construction sign before or during construction on the premises.



## PERMITS AND INSPECTIONS

The Contractor shall be responsible for obtaining all necessary permits required in the location where the improvements are to be constructed. The Contractor shall call upon the proper authorities for compliance inspections and assume the fee for the same example; Code Enforcement, Utilities, Public Woks, Engineering, City Land Fill etc.... Contractor will certify completion of project by submitting a certificate of occupancy from City of Edinburg Code Enforcement at final inspection to Community Development staff.

## WORKMANSHIP

All labor is to be done in a skilled and thorough manner. All materials are to be of the dimension, design and grade herein specified. Unless otherwise specified, any patented materials or materials specified by trade name are to be applied and installed strictly according to the manufacturer's specifications.

## GUARANTEE OF WORKMANSHIP

Guarantee the work performed for a period of one year from the date of final inspection and acceptance by Housing Assistance Staff of all the work required by the contract. Failure to honor this guarantee may result in the debarment of the contractor from future contract awards with the City of Edinburg. Furthermore, furnish Housing Assistance Staff with all manufactures and supplier's written guarantees and warranties covering materials and equipment under the contract.

## SUBCONTRACTORS

The General Contractor shall be responsible for all subcontractors put to work to do any part of this contract. The owner reserves the right to reject any or all bids.

## SCOPE OF WORK

To reconstruct the home according to the accompanying specifications.

***Must meet 2012 I.R.C (International Residential Code), 2012 IBC (International Building Code Family), 2009 I.E.C.C. (International Energy Construction Code), 2011 N.E.C. (National Electrical Code) and all City codes and ordinances.*** Concrete will be placed only Monday-Friday from 8 am to 4 pm, to allow for proper inspections by the proper officials at the City, County or State Departments.

1. **EXCAVATION & COMPACTION:** Make sure to add moisture to fill between layers.

***Bearing Soil:*** Filling will be done in layers and compacted all SELECT FILL will be clean sandy loam free of organic material, trash, clay or any other inappropriate type materials, with a ***minimum excavation of 12" into undisturbed soil. Contractor will be responsible to treat, remove or replace fill dirt if any thorns or weeds appear where fill dirt was used at their cost. The finished floor elevation to be above the curb at:***

☒ 18", ☐ 24", ☐ 33", ☐ 36"

This point of the curb to be centered to the length or width of the property and is to be used as reference point located on the;

☐ North, ☐ South, ☐ East, ☒ West

All select fill must be compacted with moisture between layers.

2. **FOUNDATION** Note: Foundation is to be followed as specified below and as indicated in the attached Foundation Plan.  
As per city, state codes and ordinances.

**Porches:**

- a. Foundation as per slab design. Roof same as house.
- b. Front porch: Accessibility for front door entrance must be no step entrance.
- c. Front porch slab to be flush with the front entrance (no step entrance) of the house slab and gradually tapering down flush with the finished surface of the parking pad.

**Footing:**

Strength PSI: 3000 PSI with Fly Ash as **per city, state codes and ordinances**

Reinforcing: All reinforcing steel must be minimum Grade 40 or better and free of rust.

- a. 6 x 6 x 6/6 Gauge Wire mesh
- b. #5 x 20'. 0 Rebar
- c. #3 x 6 x 12" Stirrups @ 36 inches O.C.
- d. #3 x 6 x 24" Stirrups @ 36 inches O.C.
- e. #5 x 4'. 0 Corner Bar
- f. 5/8" x 10" x Anchor Bolts @ 4' Center Maximum
- g. 2" Lift Chairs

**Waterproofing:** 6-Mil Polyethylene

**Termite Protection:** Vendor must be state certified, licensed, bonded, and must use minimum active ingredient of .05% Imidacloprid. Contractor must provide Housing Assistance Staff with Certificate of Treatment for work performed.

**Additional Information:**

- a. All foundation to comply with slab design.
- b. Slab 4" minimum, exterior beams 12" x 18" plus 12" excavation into undisturbed soil equal 30" in height, and interior beams 12" x 18".
- c. Allow for expansion joint between house slab and parking pad, 1/2" asphalt impregnated material or 1/2" redwood, and expansion mark where parking pad and driveway meet.

\* Note: Any evidence of significant structural failure on any concrete driveways, sidewalks, or foundations shall be replaced at the sole cost of the Contractor. The City Engineer shall determine the extent of the failure and make the final determination on its replacement. Factors that will be considered shall include the size, type and count of visible cracking or failure in making the determination.

Material Cost: \$\_\_\_\_\_

Labor Cost: \$\_\_\_\_\_



3. **EXTERIOR WALLS:** As per city, state codes and ordinances, (2012 I.R.C. & 2012 IBC Family);  
**Wood Frame:** *Must also comply with Wind Storm Design plan provided by Housing Assistance Department at the time of award.*
- a. Wood Grade, and Species #2 Spruce Pine Fir (S.P.F.) or white or yellow pine wood precut studs @16" on center (O.C.)
  - b. Corners and Bracing 4' x 8' x ½" OSB Sheathing
  - c. Building paper or Felt (#15 Felt paper x 18")
  - d. 2" x 4" treated for bottom plates of exterior walls
  - e. Polyseal strip on base of treated stud of exterior walls

Wind Storm (ties, braces, straps etc...) materials, **design plan must be followed as specified, any work not complying will be halted until contractor corrects it at their cost!**

**Sheathing:**

- a. Foil backed insulated board, foam min. R-3 or better  
(Note: to be sealed at all joints with foil tape, nail all seams).  
Include sheets for all exterior surfaces, corners and bracing.

4. **Partition Wall Framing:**

**Studs:**

Wood, Grade, Species: #2 Spruce Pine Fir (S.P.F.) Precut studs  
Size and Spacing: 2" x 4" x 92 5/8" @ 16" on center (O.C.)

5. **Ceiling Framing and Strong backs:** Beams, joists etc... Must meet span table

**Joist:**

Wood, Grade, and Species: #2 S.P.F. 2"x 6" or #2 S.P.F. 2" x 8"  
Other: As per wood frame span table  
Ceiling Joist: 2" x 6" ceiling joist @ 24" on center

6. **Roof Framing, Purlins and Bracing:** Must meet span table

**Rafters, Porch Gable, Siding:**

Wood, Grade, and Species: 2" x 6" S.P.F. or 2" x 8" as per wood frame span table  
Grade and Species: Ridge board 2" x 8". **Front gable on porch to be Hardi-Plank cement siding 4'x 8', as per plans**

7. **Decking Radiant Barrier:**

**Fascia, soffit, and soffit vents:**

- a. 4' x 8' x ½" Oriented Strand Board (OSB) **Foil Faced Radiant Barrier Sheathing**
- b. 15/32" Steel Ply Clips
- c. 1"x8" Cedar Fascia Board
- d. 1"x2" Cedar Fascia Board
- e. 11/32" BC plywood (3/8) for soffit
- f. 8"x16" soffit vent @ 8' O.C.

**As per city, state codes and ordinances**

8. **Windows:** (All windows will be tinted, double pane insulated, Colonial type, LowE windows U-Factor 0.65 or lower) caulk around the inside and outside of all windows.

Location	Type/Colonial	Brand	Size	Quantity
Bedrooms # 1 & 2	Bronze / White	HR Window or Better	3'0" x 5'0"	2
Living room	Bronze / White	Arch HR Window or Better	3'0" x 5'0"	1
Bathroom	Bronze / White	HR Window or Better	2'0" x 1'0"	1
Dining Room	Bronze / White	Arch HR Window or Better	3'0" x 5'0"	1

**Windows:** U-Factor 0.65 or lower

Weather-stripping:

Type: Rib and Gasket

Material: Rubber and Aluminum

Window Screen: Fiberglass or Galvanize window screens

Window Sills: 1"x6" white or yellow pine wood with rounded router ends and edges

**Note:** If an alternate product is being used, manufacturer's specifications must be turned in to Housing Coordinator.

9. **Entrances: (Front and Rear Doors):**

Entrance Door: Double bore

Material: 6-panel pre hung metal door unit (insulated)

Width: 3'0" x 6'8"

Thickness: 1 ¾" solid

Frame Material: White Pine Jamb

Door Sills: Aluminum Threshold (caulk underneath before installation of the door unit)

Head Flashing: 26 gauge galvanize

Weather-stripping: Tape: Rubber & Aluminum

Exterior Millwork: Wood 2"X 2" door molding

Grade & Species: SPF #2 compatible or better

Paint: Oil base high gloss enamel

10. **Stairs:** Attic Stairways: 2' x 4' in hall or as indicated on plan.

Material Cost: \$\_\_\_\_\_

Labor Cost: \$\_\_\_\_\_

**\*Note: As per city, state codes, ordinances and specifications.**

11. **Roofing & Roof venting:**

- a. DL Metal Drip Edge
- b. Ridge vent (see roof plan for size)
- c. # 30 felt
- d. 30 year fiberglass shingles (owner to select color) or energy star rated.
- e. 26 gauge x 16" width galvanize flashing
- f. 5- hip roof vents to provide net free venting with no obstructions (see plans)

Material Cost: \$\_\_\_\_\_

Labor Cost: \$\_\_\_\_\_

12. **Exterior Painting:**

**Material:**

Oil Base Primer: (Note: Apply one (1) coat of oil based primer to all wood surfaces with brush and roller, if sprayed two (2) coats)

Apply caulking on all seams gaps and putty on all nails, staple marks on all fascia, soffit, brick mold, and siding panels.

Exterior Latex Paint: Minimum 15 year warranty (Note: Apply two (2) coats of semi-gloss latex paint to all exterior wood surfaces with brush and roller, if sprayed four (4) coats)

Caulk Minimum 20-year warranty acrylic latex.

Apply all primer and paint to manufacturer's specifications.

Owner to select color of paint on all painted surfaces.

**USE OF LEAD-BASE PAINT IS STRICTLY PROHIBITED.**

**Note: All exterior primer and paint will be compatible or better to:**

- a. Sherwin Williams A-100 Latex Wood Primer (oil-based) (one (1) coat with brush and roller, if sprayed two (2) coats)
- b. Sherwin Williams Super A-84 Exterior House and Trim Paint (Acrylic semi-gloss, water based) (two (2) coats with brush and roller, if sprayed four (4) coats)
- c. Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color).
- d. If an alternate product is being used, manufactures' specifications must be turned in to Housing Coordinator.
- e. Follow manufacturer's, surface preparation prior to applying finish.

Material Cost: \$\_\_\_\_\_

Labor Cost: \$\_\_\_\_\_



13. **Brick Veneer:**

- a. American made brick only. \$360.00 per thousand maximum allowance (owner to select color)
- b. Masonry spacing: 1/2"
- c. Dimensions: 2"-5/8" x 9"-5/8" or 3"x10"
- d. Sand
- e. Masonry cement
- f. Brick ties

**Window Sills:**

- a. Brick

**Lintels:**

- a. 4" x 4" x 1/4" Angle Iron and apply oil based primer.  
\* Note: Above all exterior doors and windows where applicable.

**Base Flashing:**

- a. # 30 felt, to wrap around all window and exterior door rough openings.

**Front Porches:**

- a. Porch shall have one (1) or two (2) brick columns as per floor plan. With treated 4"x 4" x 10' post, anchored as per wind storm design plan (refer to wind storm plan).

Material Cost: \$ \_\_\_\_\_

Labor Cost: \$ \_\_\_\_\_

14. **Interior Walls:**

Drywalls (walls and ceilings):	Gypsum Board: <b>USA Made only, no imported type allowed.</b>
Thickness:	1/2"
Finish:	Tape, Float
Corners:	Regular corner beads 1 1/4" galvanize, or rounded plastic
Joint Treatment:	Tape, Float and Texture

Orange Peel      i  /  

Monterrey



**INTERIOR WALLS CONTINUED:**

Rooms	Wall Finish Material & Application	Ceiling Finish Material & Application
Kitchen	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Bath	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Bedrooms	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Living Room	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Dining Room	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Utility Room	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Hallway	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Central Air Handler Room	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Lenin Closet	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling

If a light coat of texture is used apply two coats, if one coat apply medium heavy, **as to cover all taped joints adequately.**

**\*Note:** Gypsum board on the ceilings must be nailed at 7" on center, and 8" on center on walls.

(All gypsum board must be cut to fit with tapered sides and ends butting. Where possible end joints must be staggered).

**\*Note:** All interior paint will be compatible or better to: Minimum 10 year Warranty, caulk minimum 20-year warranty acrylic latex.

All interior wall partitions will be painted one color.

Sherwin Williams B-49 W200 (oil-based primer) (1 coat of primer with brush and roller, if sprayed 2 coats)

Sherwin Williams Classic 99 Semi-Gloss Latex (water-based), (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color). All interior ceilings will be painted white.

Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color).

If an alternate product is being used, manufacturer's specifications must be turned into Housing Coordinator.

Follow manufactures' surface preparation prior to applying finish.

**(USE OF LEAD-BASED PAINT IS STRICTLY PROHIBITED)**

15. **Interior Doors, Trim, Hardware and Bathroom Accessories:**

a. **Front and Rear Door Knobs and Locks:**

Location	Description	Material	Make	Quantity
Front Exterior Door	Keyed Alike Dead Bolt & Entry Combination with Lever Type Handle	Nickel Finish	Tru-Guard or Better	1
Rear Exterior Door	Keyed Alike Dead Bolt & Entry Combination with Lever Type Handle	Nickel Finish	Tru-Guard or Better	1

**Door Stoppers:** (install door stoppers on all interior doors, and a door sweep to the A/C return door.) **(Additional information: Install jumbo (one Inch diameter) peep-hole in front door only.)**

**Interior Doors, Trim, Hardware and Bathroom Accessories Continued:**

b. **Interior Doors and Trim and Bathroom Accessories:**

Location	Description	Material	Thickness	Size
Bedroom #1	Hollow Core Mahogany	Wood	1 3/8"	2'8" x 6'8"
Bedroom # 2	Hollow Core Mahogany	Wood	1 3/8"	3'0" x 6'8"
Closet Bedrooms # 1 & 2	Hollow Core Mahogany	Wood	1 3/8"	2 – 2'8" x 6'8"
Bathroom	Hollow Core Mahogany	Wood	1 3/8"	3'0" x 6'8"
Central Air Handler Door	Hollow Core Mahogany	Wood	1 3/8"	2'0" x 6'8"
Utility Room	Hollow Core Mahogany	Wood	1 3/8"	3'0" x 6'8"
Linen Closet	Hollow Core Mahogany	Wood	1 3/8"	2'0" x 6'8"

**\*Note: Follow manufacturer's surface preparation prior to applying finish. Paint or varnish to be applied in a uniform manner as to cover up all unfinished surface(s). Do not leave any black or gray spotting or streaks.**

c. **Interior Doors, Trim, and Bathroom Accessories:**  
**Door Knobs:**

Location	Description	Material	Make	Quantity
Bedroom # 1	Lockset (privacy) Lever Type	Nickel Finish	Tru-Guard or better	1
Bedroom # 2	Lockset (privacy) Lever Type	Nickel Finish	Tru-Guard or better	1
Bathroom	Lockset (privacy) Lever Type	Nickel Finish	Tru-Guard or better	1
Utility Room	Lockset (privacy) Lever Type	Nickel Finish	Tru-Guard or better	1
Closet (Bedrooms # 1 & 2)	Passage Lever Type	Nickel Finish	Tru-Guard or better	2
Central Air Handler	Passage Lever Type	Nickel Finish	Tru-Guard or better	1
Linen Closet	Passage Lever Type	Nickel Finish	Tru-Guard or better	1

d. **Base Trim:** **Wedge or Colonial**  
Type: Trim Finger Joint Molding 2 1/8" width if painted.  
If stained must be **STAIN GRADE OR BETTER.**

Make: White Pine or Better

Finish: Doors: ☐ Sealer, Stained & Varnish  
☒ Painted

Doors trims: ☐ Sealer, Stained & Varnish  
☒ Painted

Doors jambs: ☐ Sealer, Stained & Varnish  
☒ Painted

Base: ☐ Sealer, Stained, Varnished  
☒ Painted





**Cabinets and Interior Detail Continued:**

Finish on Cabinets:    ☐ Stain, Sealer, and Varnish  
                                 ☒ Paint

\*Note: All door fronts to be hard board with 1/4" plywood Ash or Birch panel insert, or all 3/4" doors and drawer fronts to be trimmed with lip mold for kitchen, vanity, and medicine cabinets.

**No slab doors allowed.** All hinges to be spring loaded self-closing and with nickel finish including handles or pulls.

**Medicine Cabinets:**    Recessed wall unit solid wood 14" x 5" x 19" construction of same material ash or birch.

**Wall Mirror:**            24" x 30" x 1/4"

**Other Cabinet(s):**    Bathroom Vanity  
**Size:**                    30" wide x 18" deep x 32" height  
**Material:**             3/4" Ash/birch plywood  
**Backing:**             1/4" Luan for backing  
**Finish on Cabinets:**   ☐ Stain, Sealer, and Varnish  
                                 ☒ Paint

**Vanity Top:**             One (1) 31" x 19" Cultured Marble Top (White to match Toilet)

**\*Note: (Owner will select color of Formica)**

**\*\*Note: Only Stain grade Ash or Birch 3/4" plywood**

**\*\*\*Note: No particle board materials allowed**

**Cabinets and Interior Detail Finish:**

**Note: All, Sealer, Stain, Varnish will be Compatible or better to:**

- a.    Sherwin Williams Penetrating Oil Stain A-48 Series owner will select color of stain
- b.    Sherwin Williams Sealer B-26-V3 (apply one (1) coat with brush and roller if sprayed two (2) coats)
- c.    Sherwin Williams Polyurethane Varnish (gloss A67f1) (apply two (2) coats with brush and roller, if sprayed four (4) coats)
- d.    Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color)
- e.    Follow manufacturer's surface preparation prior to applying finish.
- f.    If an alternate product is being used, manufacturer's specifications must be turned into Housing Coordinator

**\* Note: Finish to be applied also to the inside of cabinets including shelves, backing, and back of doors.**

**Material Cost: \$\_\_\_\_\_**

**Labor Cost:    \$\_\_\_\_\_**

17. **Flooring:**

Ceramic Tile (non slip) **USA made only, no imported type allowed**

Location	Material	Allowances	Floor Type
Kitchen	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Bath	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Bedrooms / Closets	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Living room	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Dining room	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Utility room	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Central Air Handler room	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Hallway	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Linen Closet	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete

**\* Note: Seal grout with appropriate sealer before requesting final inspection.**

**Material Cost: \$ \_\_\_\_\_**

**Labor Cost: \$ \_\_\_\_\_**

18. **Bathroom: One (1) (For Handicap Accessibility only)**

Bathroom (shower stall; all ceramic tile, tapered entrance, bull nose edge, owner to select color)

**\* Note: only if handicapped**

- a. 3'-4" x 5' x 8' shower stall **with spout 70" high and hand held shower head with 6' hose**
- b. 3'- 6" opening (clearance) with 3/4" ceramic riser at the entrance
- c. **3" recessed shower floor area only**
- d. 18" deep x 19" high and no less than 36" wide tile seat inside shower stall
- e. 6" x 6" or 8"x 12" ceramic wall tile
- f. 2" x 2" non-slip ceramic floor tile. Curved floor tile edge. (Shower floor area only)
- g. Moisture Resistant Sheetrock (ceiling and wall surrounding stall)
- h. Walls concrete reinforced with wire mesh on top of moisture resistant sheetrock
- i. Built up stucco 1/2" to 3/4" with black felt moisture barrier no cement board allowed
- j. Blocking for grab bars and secure as per manufacture's recommendations in bathroom area

**\*Note: As per specifications.**

**\*Note: As per city, state codes and ordinances.**

**Material Cost: \$ \_\_\_\_\_**

**Labor Cost: \$ \_\_\_\_\_**



19. **Plumbing:**

**\*No Glacier Bay toilets allowed**

Fixture	Quantity	Location	Make	Size	Color
Sink	1	Kitchen	N/A	33"x 22" 8"depth	Stainless Steel
Vanity Cabinet	1	Bathroom	N/A	As shown on specs.	Stain, varnish or paint owner will select
Toilet Standard or Handicapped Accessible	1	Bathroom	Crane Plumbing (The Total Toilet) or better	(High seat only if handicapped.) 1.28 gpf* or better and or ADA compliance.	White
Shower Stall	1	Bathroom	Ceramic Tile	As per code	Owner will select color
Bathroom Faucet	1	Bathroom	American Standard 1.5 gpm** or better	N/A	Nickel finish w/ lever handle(s) & w/ pop-up valve
Kitchen Faucet	1	Kitchen	American Standard 1.5 gpm** or better	N/A	Nickel finish w/ lever handle(s)
Handheld Shower Head	1	Bathroom	American Standard, Aqua Source1.5 gpm** or better if applicable	Handheld Handicapped spout with 6 ft. hose	Nickel finish w/ lever handle(s)

\*1.28 gpf (gallons per flush)

\*\* 1.5 gpm (gallons per minute)

\*\*\*Show and describe individual system in complete detail in separate drawings and specifications according to requirements. \*\*\*

- a. House drain (inside): 3" Drain Water Vent (DWV) Schedule (Sch.) 40
- b. House sewer (outside): 4" SDR 35
- c. Water piping: ¾" with ½" Drops Copper Tubing as per city codes
- d. Other: Type L
- e. Water Main: 1" Minimum Schedule 40 Polyvinyl Chloride (PVC)
- f. Sill cocks, number: See Plan
- g. Ice maker box: Provide connection
- h. Washing machine: Provide connections and box
- i. Exterior hose bibs: Two (2) with vacuum breaker

Right of way permits, inspections and sewer tap connections; **Contact Public Works/Engineering**  
**Contact Number: 956-388-8210 or 956-388-8211**

**Plumbing Continued:**

**Special Note:**

1. Lead-free solder must be used on all copper tubing.
2. All hot water lines must be insulated with ½" or ¾" pipe insulation with all joints taped.
3. Fill tub trap with melted asphalt (2") minimum.
4. Provide new 4" sewer tap to city main, seal existing sewer tap.
5. Contractor to be responsible for the removal of all non-functional gas, sewer and water lines.
6. Two hose bibs one in the front and one in the back.
7. A dielectric fitting is required between piping of dissimilar metals.
8. All service lines must be a minimum of 12" ground cover (gas, water and sewer).

**\*Note:** As per city, state codes and ordinances

20. **Domestic Electric Water Heater:** Reliance brand or better  
Set temperature to 125 degrees before final inspection

1. Electric water heater (220 current)
2. Steel with fiberglass insulation
3. 6 year warranty on tank and parts
4. 40 gallon tank capacity
5. 18" x 18" water heater stand (metal)

**Note:** If an alternative product is being used, receipt and manufacture's specifications must be turned into Housing Coordinator.

**Stove connection: Owner has option to select Gas or Electric**

\_\_\_\_\_ 220 Electrical connection for stove.

☒ Connection for natural gas, and new gas lines, install a UL approved carbon monoxide detector plug-in type with battery back up at each bedroom and in hallway.

Provide new connection and or line for natural gas or liquefied propane gas where applicable.

**\*Note:** As per city, state codes and ordinances

**Material Cost:** \$ \_\_\_\_\_

**Labor Cost:** \$ \_\_\_\_\_

21. **Central Air & Heating System:** As per city, state codes and ordinances

Type of System: 220 Electrical current

Duct Material: Fiberglass

Thickness: 2" Perma duct R-8.7 or better (**Flex Duct Not Allowed**)

Make & Model: Ruud, Rheem or better (inside & outside units to match make and S.E.E.R.)

**\*Note:** Goodman A/C system not acceptable or mix matching of brands.

- a. 14 S.E.E.R. 2 Ton or **As per Manual J**
- b. Digital Thermostat
- c. Certificate of ARI-Certified Performance

**Central Air & Heating System Continued:**

**(Additional Information: Adequate to cooling and heating entire house as indicated on plans)**

1. Do not cross A/C drain line in front of air handler.
2. Provide proper air flow at all ceiling registrars as per Manual J.
3. Two (2) coats of mastic all taped joints at duct work, seal at all connections with the ceiling registrars, and at the air handler with polyurethane caulk or appropriate sealer before insulating ceiling must be verified by Housing Coordinator.
4. Provide return filter grille and weather strip A/C door.

**\*Note:** The Contractor shall be responsible for providing Housing Assistance Staff with a copy of REScheck, detailed Manual J, for the Heating Venting and Air Conditioning (HVAC) for each home where improvements are to be constructed. Contractor shall call upon the proper authorities for compliance inspections, and permits according to city, state codes and ordinances.

**Material Cost: \$\_\_\_\_\_**

**Labor Cost: \$\_\_\_\_\_**

**22. Electrical Wiring:**

As per city, state codes and ordinances. **Must meet (2011 National Electrical Code)**

- |                     |   |
|---------------------|---|
| Make:               | Square D, Home Light, and Square D compatible, or better      |
| Amps:               | Main disconnect as per codes                                  |
| No. Circuits:       | As per codes  |
| Arc Fault Breakers: | As per codes (to be used throughout the home)                 |
| Wiring:             | All copper wiring   |
| Special Outlets:    | 220 outlets for dryer, stove, water heater, heating & cooling |
| Special Features:   | Door bell, lighted (front door entry only)                    |
| a.                  | GFI outlets;  |
| 1.                  | Kitchen counters to be inter-connected                        |
| 2.                  | One per bathroom  |
| 3.                  | Two exterior outlets (front & rear)                           |
| 4.                  | One in utility for washer                                     |
| b.                  | Smoke detectors (in all bedrooms and hallways)                |
| 1.                  | All smoke detectors must be interconnected.                   |
| c.                  | Switch and wire for ceiling fans (separate switches)          |
| 1.                  | Bedrooms  |
| 2.                  | Living room   |

**Material Cost: \$\_\_\_\_\_**

**Labor Cost: \$\_\_\_\_\_**



23. **Lighting Fixtures:**

Total number of fixtures and locations of fixtures: **See Plans**

**TOTAL ALLOWANCE FOR FIXTURES \$400.00**

Location	Make	Description	Quantity
Bedrooms # 1 & 2	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	2
Bedroom closets # 1 & 2	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	2
Living room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	1
Dining Room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	1
Kitchen	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	2
Utility Room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	1
Hallway	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	1
Bathroom Vanity Light Fixture	Hardware House, Lightcraft, Portfolio or better	3 Lights Wall Bracket (chrome) or better, Compact fluorescent (soft white) 3 bulbs, 14 watts	1
Bathroom Exhaust Fan / Light Fixture	Nautilus, Broan or better	Bathroom Ceiling Light / Exhaust Vent Fan Combo (Model # N671). Compact fluorescent (soft white) 2 bulbs, 14 watts. Vented as per city codes and ordinances	1
Front and Rear Exterior Light Fixture	Hardware House, Lightcraft, Portfolio or better	Jelly Jar – Wall Mount, Clear glass, Black, Metal (no plastic fixtures). Compact fluorescent (soft white) 1 bulb, 14 watts	2
Range Hood	Broan or better	30" Range Hood, Two Speed Fan, 1 bulb, 14 watts compact fluorescent (soft white), (vented to exterior roof) As per city codes and ordinances	1
Front and Rear Under Soffit Lights	Heath Zenith or better	Black, white, metal (no plastic fixtures). <b>Solar powered motion security light 15 watt halogen bulb or better</b>	2

**Material Cost: \$\_\_\_\_\_**

24. **Insulation:** As per specifications

Location	Type	Description	Vapor Barrier
Ceiling	9 1/2"	Rolled Batts R-30 Rating Fiberglass Insulation Full Coverage Batted	Paper Back Insulation
Wall	3 1/2"	Rolled Batts R-13 Rating Fiberglass Insulation Full Coverage Batted	Paper Back Insulation

Material Cost: \$ \_\_\_\_\_

Labor Cost: \$ \_\_\_\_\_

25. **Miscellaneous:**

Describe any main dwelling materials, equipment, or construction items not shown elsewhere; or use to provide additional information where the space provided was inadequate. Always reference by item number to correspond to numbering used on this form.

26. **Parking Pad and Driveways:** As per city, state codes and ordinances (refer to site plan)

All reinforcing steel must be minimum Grade 40 or better and free of rust.

**All select fill must be compacted with moisture between layers.**

Parking Pad: 12' x 20' (as per foundation plan spec.)

Driveway:

Width: 12' wide from parking pad to curb (est. 18' in length)  
 Base Material: Select Fill  
 Thickness: 4"  
 Surfacing Material: Concrete 3000 PSI with Fly Ash  
 Wire mesh: 6" x 6" x 6/6 gauge or 3/8" rebar @ 12" on center  
 Expansion Joint: As per code

Right of Way Entrance: ***Right of way inspections contact Public Works / Engineering***  
 Contact Number: 956-388-8210

Width: 12' wide from parking pad to curb (est. 11' in length)  
 Base Material: Select Fill  
 Thickness: 6" As per code  
 Surfacing Material: Concrete 3000 PSI with Fly Ash  
 Wire mesh: 6" x 6" x 6/6 gauge or 3/8" rebar @ 12" on center  
 Wings: 2 Sets of triangles (refer to site plan for details)  
 Expansion Joint: As per code  
 Curb and Gutter: Must be redone when broken or missing where applicable  
 Apron access: Handicap accessibility where applicable 5' W. x 16' L.  
 Right of ways: Must be clean from any construction debris including curb and gutter



**Parking Pad and Driveways Continued:**

\*NOTE: Parking pad and driveway to be poured separately from foundation and just prior to 100% completion of entire project. Must be free of tire marks, scrapes, and oil stains.

Material Cost: \$\_\_\_\_\_

Labor Cost: \$\_\_\_\_\_

27. **Other Onsite Improvements:**

Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fence, railings and accessory structures.

Contractor will remove all debris and compact grade within 12" of the house for adequate drainage. Any construction debris that might wash up after rain-fall will be the sole responsibility of the contractor to clean up and remove at their cost.

Contractor will be responsible for the reinstallation of any type of existing fence, re-hang existing gates and if any posts were temporarily removed to gain access to property.

Client will at their own cost replace any new gates to accommodate the new openings at the fence that were prepared by the contractor after widening of the entrance for the driveway.

Contractor is responsible for any and all damages caused to existing property or structures, by subcontractors or other project related or delivery trucks.

**\*\*\*NEWLY INSTALLED WATER AND SEWER LINES MUST BE PHOTOGRAPHED BY HOUSING COORDINATOR PRIOR TO BACKFILLING THE TRENCHES. FAILURE TO DO SO WILL CONSTITUTE THE RETRENCHING OF UTILITIES LINES AT CONTRACTOR'S EXPENSE\*\*\***

28. **Demolition:**

Contract price: To include demolishing of existing house, carport, driveway, sidewalks, and trees (where applicable). Lot and right of ways shall be rake clean and free of any demolition and construction debris.

1. One tree to be planted in front of home after construction tree will be provided by the City of Edinburg.

**CONTRACTOR WILL BE RESPONSIBLE FOR THE DISPOSAL OF ALL DEBRIS IN THE CITY OF EDINBURG CERTIFIED LANDFILL. ABSOLUTELY NO MATERIALS WILL BE SALVAGED**

**(For example: Doors, windows, light fixtures, lumber or bathroom fixtures.)**

**CONTRACTOR MUST MAKE ARRANGEMENTS WITH THE CITY OF EDINBURG SOLID WASTE MANAGEMENT AT (956) 381-5635 AS PER CITY OF EDINBURG, TEXAS CODE OF ORDINANCES, EDINBURG CODE OF ORDINANCES; TITLE V: PUBLIC WORKS "CHAPTER 51: SOLID WASTE MANAGEMENT COLLECTIONS", GENERAL PROVISIONS § 51.12 DISPOSAL OF ACCUMULATIONS OF WASTES FROM BUILDING OPERATIONS OR PROPERTY CLEAN-UP (A).**

Material Cost: \$\_\_\_\_\_

Labor Cost: \$\_\_\_\_\_

## CHANGE ORDERS

Contract change orders can only be authorized by the Department Director. A change order will only be undertaken when unforeseen conditions or circumstances that were not previously identified in the specifications. In all situations, the recipient family must agree to the change order prior to its implementation. A Change Order Form shall be processed before any changes in construction can begin. A reasonable Change Order bid will result in an increase or decrease of original contract amount for the work to be done or omitted.

Total Material Cost: \$\_\_\_\_\_

Total Labor Cost: \$\_\_\_\_\_

Overhead & Profit: \$\_\_\_\_\_

Grand Total Bid: \$\_\_\_\_\_

## SPECIFICATIONS & PLANS

I/ We, Gloria Morales, do with this verify that on this 17<sup>th</sup> day of December 2019, the preceding work specifications were explained in full detail and to my total understanding. I/We with this verify that I/We have been given the opportunity to request items of work during the initial inspection of my house. I/We understand all the work to be completed in my house and do now agree that no additional work will be requested unless it is absolutely necessary to complete the work included herein and/or unforeseen items of work that may be necessary to complete the work herein. I/We with this verify that only then have I/We gone to approve the work specifications. I/We now verify that I have received a final signed copy of this specification document for my records.

Gloria Morales  
HOMEOWNER(S):

12-17-19  
Date

\_\_\_\_\_  
HOMEOWNER(S):

\_\_\_\_\_  
Date

City of Edinburg, Community Development

PREPARED & EXPLAINED:

Veronica Guerrero  
Veronica Guerrero, Housing Coordinator

12-17-19  
Date

APPROVED:

Marissa Garza  
Marissa Garza  
Director of Community Development/GM

12-19-19  
Date

\_\_\_\_\_  
CONTRACTOR:

\_\_\_\_\_  
Date



PLAN No:2019-3

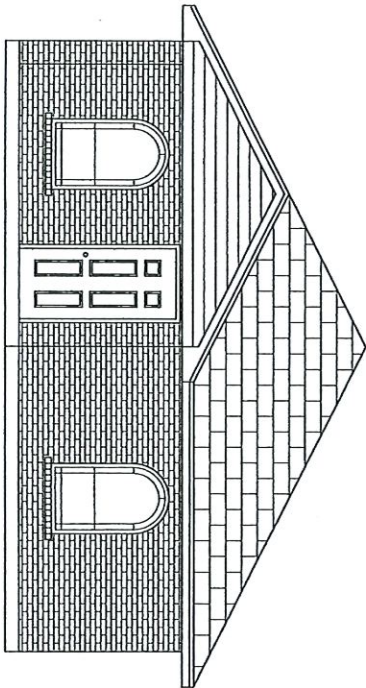
DATE:12-12-19

PROJECT FOR:

GLORIA MORALES  
510 N.VETERANS  
EDINBURG, TX 78541

DIFFERENT PERSPECTIVE  
DESIGNS

BY: H.O



FRONT ELEVATION

## General Notes

1. Building to comply w/2012 IRC, 2012 IECC, and other city ordinances.
2. All construction must be done per design and specifications.
3. Construction shall meet 115 mph wind speeds and comply with attached Engineer design.

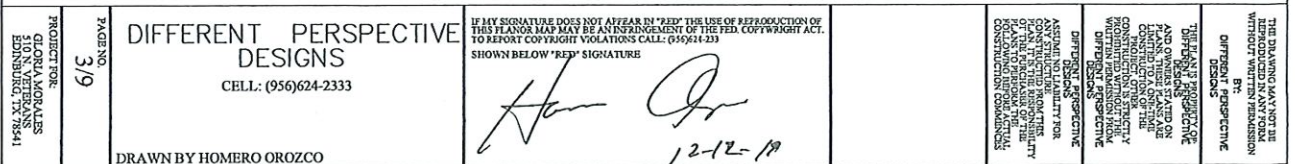
## Index

Sheet 1. —	General Information
Sheet 2. —	Site Plan
Sheet 3. —	Foundation Plan
Sheet 4. —	Floor Plan
Sheet 5. —	Front & Rear Elevations
Sheet 6. —	Left & Right Elevations
Sheet 7. —	Roof Plan
Sheet 8. —	Electrical Plan
Sheet 9. —	Typical Details

## AREAS:

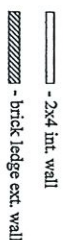
LIVING AREA	972	SQ. FT.
PARKING PAD	240	SQ. FT.
DRIVEWAY	216	SQ. FT.
APRON	154	SQ. FT.
COVERED PORCH	60	SQ. FT.
SLAB	12	SQ. FT.
TOTAL AREA	1,654	SQ. FT.



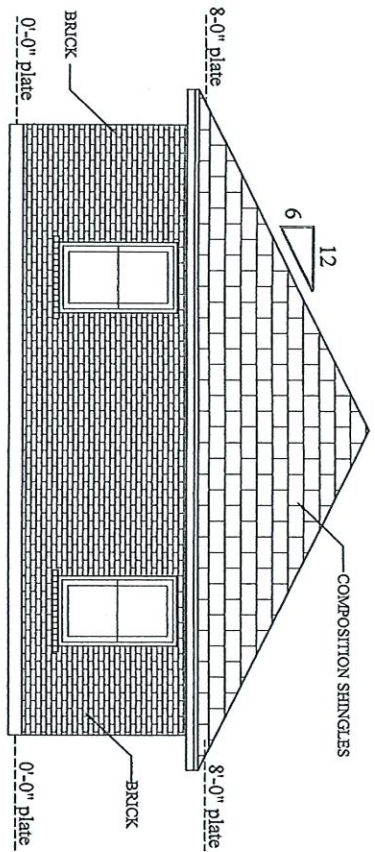




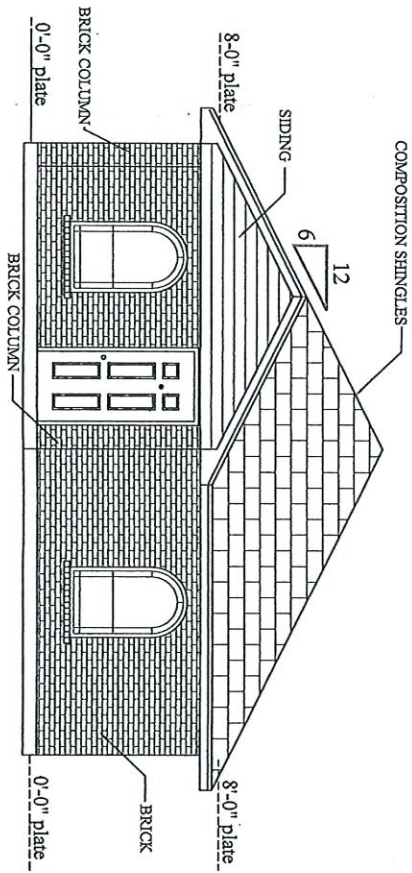
AREAS:



<p>THE FOLLOWING INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT BEING REPRODUCED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE NATIONAL ARCHIVES.</p>	<p>DIFFERENT PERSPECTIVE DESIGNS</p>	<p>THIS INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT BEING REPRODUCED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE NATIONAL ARCHIVES.</p>
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REAR ELEVATION  
SCALE 3/16" = 1'-0"



FRONT ELEVATION  
SCALE 3/16" = 1'-0"

THE DRAWING MAY NOT BE  
REPRODUCED IN ANY FORM  
WITHOUT WRITTEN PERMISSION  
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DIFFERENT PERSPECTIVE  
DESIGNS

THIS PLAN IS PROPERTY OF  
DIFFERENT PERSPECTIVE  
DESIGNS AND IS NOT TO BE  
REPRODUCED OR COPIED  
WITHOUT WRITTEN PERMISSION  
FROM THE ARCHITECT

ASSUMED RESPONSIBILITY FOR  
CONSTRUCTION OF THE  
BUILDING SHALL BE THE  
RESPONSIBILITY OF THE  
OWNER AND NOT THE  
ARCHITECT

IF MY SIGNATURE DOES NOT APPEAR IN "RED" THE USE OF REPRODUCTION OF  
THIS PLAN OR MAY BE AN INFRINGEMENT OF THE FED. COPYRIGHT ACT.  
TO REPORT COPYRIGHT VIOLATIONS CALL: (800) 648-6343  
SHOWN BELOW "RED" SIGNATURE  
*[Signature]*  
12-12-19

DIFFERENT PERSPECTIVE  
DESIGNS  
CELL: (956) 624-2333  
DRAWN BY HOMERO OROZCO

PAGE NO.  
5/9  
PROJECT FOR:  
CLORIA MORALES  
510 N. VETERANS  
EDINBURGH, TX 78411



THE DRAWING MAY NOT BE  
REPRODUCED IN ANY FORM  
WITHOUT WRITTEN PERMISSION  
BY

### DIFFERENT PERSPECTIVE DESIGNS

**THE PLAN IS PROPERTY OF DIFFERENT PROSPECTIVE DESIGNERS**

AND OWNERS STATED ON PLANS, THOSE PLANS ARE LIMITED TO A ONE-TIME CONSTRUCTION OF THE PROJECT. OTHER CONSTRUCTION IS STRICTLY PROHIBITED WITHOUT THE WRITTEN PERMISSION FROM DIFFERENT PROSPECTIVE DESIGNERS.

DIFFERENT PROTECTIVE  
DESIGNS

IF MY SIGNATURE DOES NOT APPEAR IN "RED" THE USE OF REPRODUCTION OF THIS PLANOR MAP MAY BE AN INFRINGEMENT OF THE FED. COPYRIGHT ACT. TO REPORT COPYRIGHT VIOLATIONS CALL: (855) 624-2331

SHOWN BELOW "RED" SIGNATURE 

SHOWN BELOW "RED" SIGNATURE

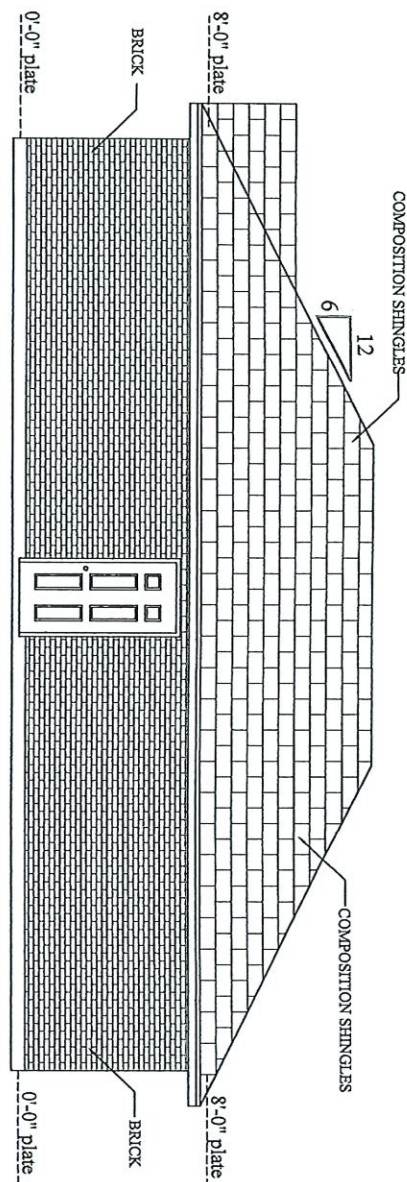
REPORT COPYRIGHT VIOLATIONS CALL: (956) 624-2333  
 DOWN BELOW "RED" SIGNATURE



12-1217

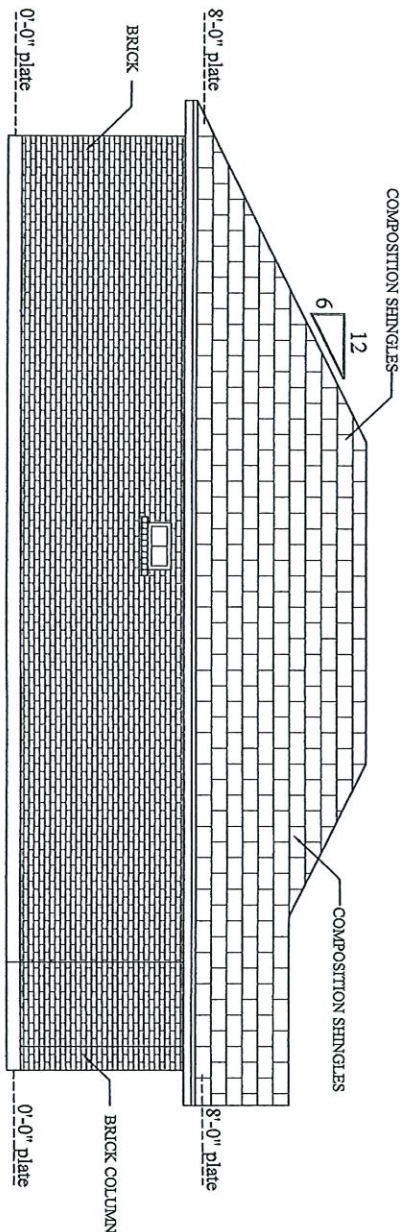
LEFT ELEVATION

SCALE 3/16" = 1'-0"



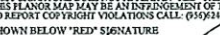
LEFT ELEVATION

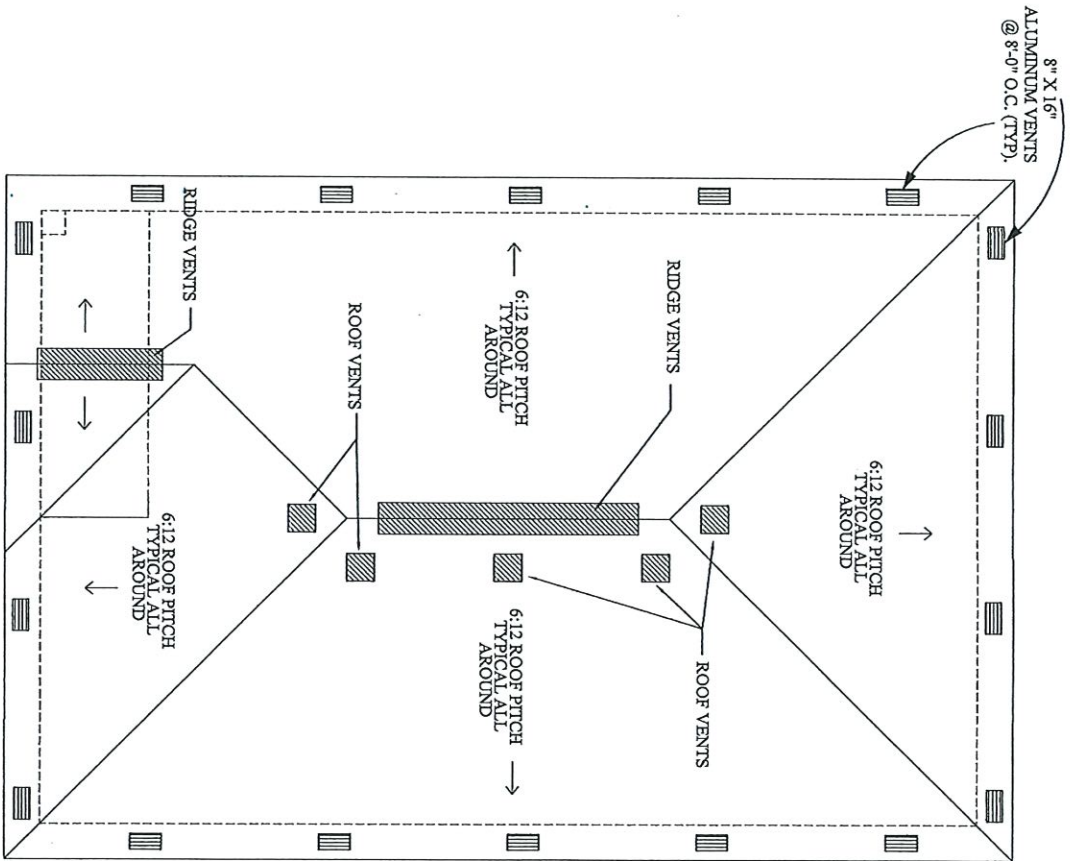
SCALE 3/16" = 1'-0"



## RIGHT ELEVATION

SCALE 3/16" = 1'-0"

<p>PRODUCTION:          GIORIA MOYLES          510 N. WILKINS          ARLINGTON, TX 76010</p>	<p>DIFFERENT PERSPECTIVE          DESIGNS          CELL: (956)624-2333</p> <p>DRAWN BY HOMERO OROZCO</p>	<p>IF MY SIGNATURE DOES NOT APPEAR IN "RED" THE USE OF REDUPLICATION OF THIS FLAVOR MAY BE AN INFRINGEMENT OF THE FED. COPYRIGHT ACT. TO REPORT COPYRIGHT VIOLATIONS CALL: (956)624-2333</p> <p>SHOWN BELOW "RED" SIGNATURE</p>  <p>12-12-19</p>	<p>DIFFERENT PERSPECTIVE          DESIGNS          ARTIST: HOMERO OROZCO          DATE: 12-12-19</p>	<p>DIFFERENT PERSPECTIVE          DESIGNS          ARTIST: HOMERO OROZCO          DATE: 12-12-19</p>	<p>THIS DRAWING MAY NOT BE          REPRODUCED OR TRANSMITTED          IN ANY FORM OR BY ANY          MEANS, ELECTRONIC OR          MECHANICAL, INCLUDING          PHOTOCOPYING, RECORDING,          OR BY ANY INFORMATION          STORAGE AND RETRIEVAL          SYSTEM, WITHOUT THE          WRITTEN PERMISSION FROM          DIFFERENT PERSPECTIVE          DESIGNS</p>
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**ROOF PLAN**  
SCALE 3/16" = 1'-0"

<p>THE DRAWING MAY NOT BE REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION FROM THE ARCHITECT.</p>	<p><b>DIFFERENT PERSPECTIVE DESIGNS</b></p> <p>THIS PLAN IS PROPERTY OF ARCHITECT AND IS NOT TO BE LOANED, REPRODUCED, COPIED, OR OTHERWISE USED WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.</p>	<p>ARCHITECT'S RESPONSIBILITY FOR THE DESIGN OF THE BUILDING SHALL BE LIMITED TO THE DESIGN OF THE BUILDING AS SHOWN ON THIS DRAWING. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF THE BUILDING AS SHOWN ON THIS DRAWING.</p>	<p>IF MY SIGNATURE DOES NOT APPEAR IN "RED" THE USE OF REPRODUCTION OF THIS PLAN OR MAP MAY BE AN INFRINGEMENT OF THE FED. COPYRIGHT ACT. TO REPORT COPYRIGHT VIOLATIONS CALL: (800) 444-2343</p> <p>SHOWN BELOW "RED" SIGNATURE</p> <p><i>[Signature]</i></p> <p>12-12-17</p>	<p><b>DIFFERENT PERSPECTIVE DESIGNS</b></p> <p>CELL: (956) 624-2333</p> <p>DRAWN BY HOMERO OROZCO</p>	<p>PAGE NO 7/9</p> <p>PROJECT NO: CLOUTIER NORALLES 510 N. VETERANS EDINBURG, TX 78441</p>
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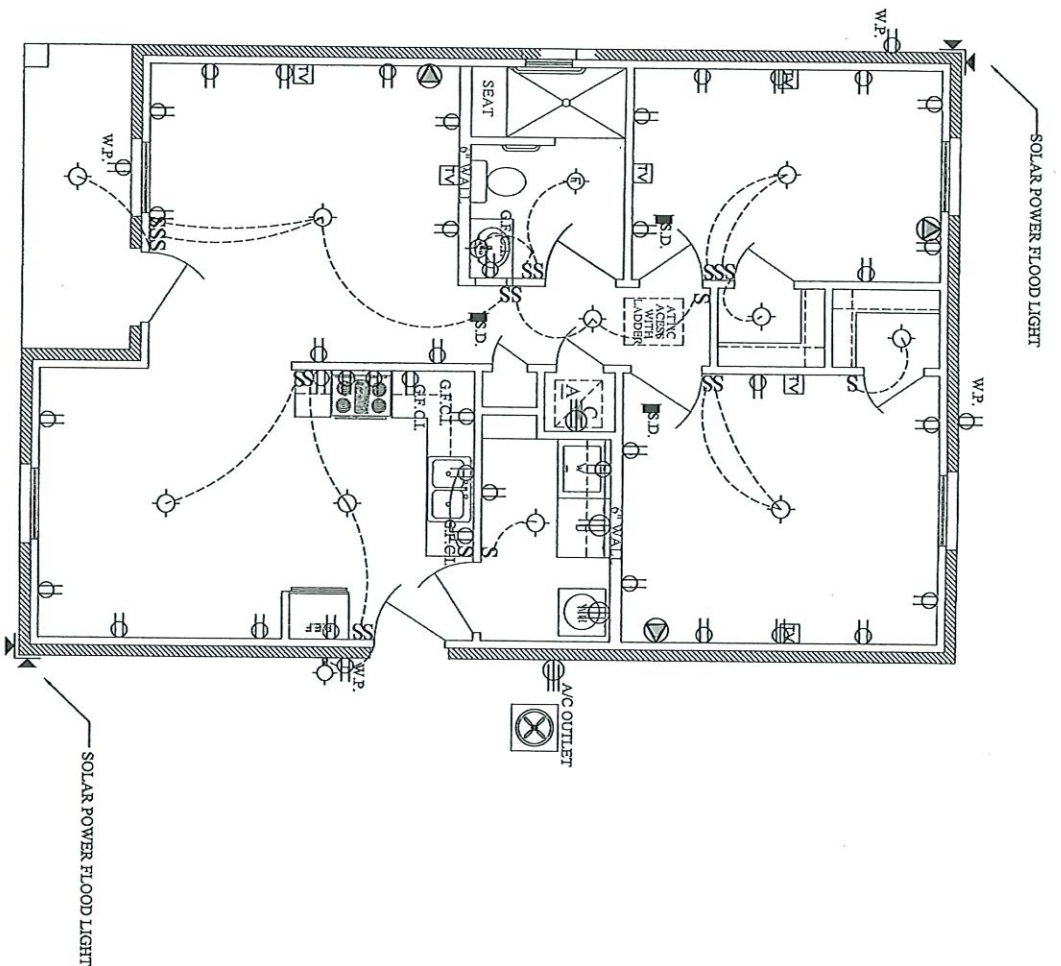


# LEGEND

D - DIMMER	S.D. - SMOKE DETECTOR
S - SWITCH	
Φ - 110V	- 1'X4' FLORESCENT LIGHT
Φ <sub>W.P.</sub> - 110V WATER PLUG	
≡ - 220V	
TV - T.V. JACK	FLO - 2'X4' FLORESCENT LIGHT
⊗ - TELEPHONE JACK	
⊙ - FIXTURE MOUNT	FAN & LIGHT
⊙ - FIXTURE WALL MOUNT	
⊙ - RECESS LIGHT	- CIRCUIT BRAQUET PANEL
⊙ - CHANDELLER	⊙ - VENT/LIGHT
⊙ - CHIMES	⊙ - SOLAR POWER FLOOD LIGHT
⊙ - BUTTON	▼▼▼ TRACK LIGHT
⊙ - WEATHER PROOF LIGHT	⊙ - EYELIGHT

## ELECTRICAL PLAN

SCALE 3/16" = 1'-0"



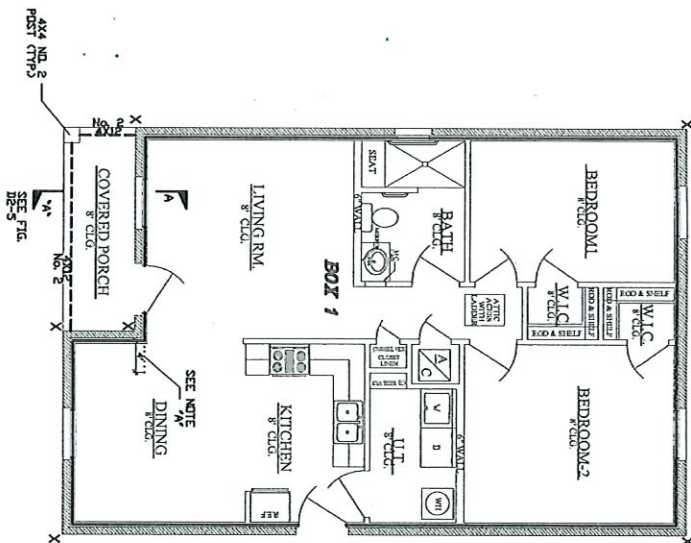




### SPECIAL NOTE

ALL INTERIOR SHEARWALLS SHALL BE SUPPORTED BY A CONCRETE FOUNDATION BEAM MINIMUM 10" WIDE BY 24" DEEP WITH 4-#5 REINF. AND #3 STIRRUPS AT 24" O.C.

EXTERIOR WALLS  
FULLY SHEATHED  
PER FIG. D3-1



INSTALL WINDSTORM CONNECTORS  
PER FIG. D4-1 TO 3. USE  
SIMPSON STRONG-TIE OR  
EQUIVALENT AS APPROVED BY  
ENGINEER.

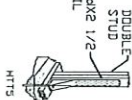
## CONSTRUCTION NOTICES

1. BEAMS SHALL BE SUPPORTED UNDER LEAST 2C STUDS
2. EXTERIOR WALL SHALL PLATE AND PORCH AND PATIO PRECAST AND BE PRECASTED TIED WITH WOOD.
3. FRAMING SHALL BE BUILT USING BALCONY FRAMING BENCH MARK SET FOR ALL EXTERIOR WALLS.

**Legend**

X DENOTES HTTS HOLD DOWN LOCATION

ALL 8d NAILS  
-L BE 0.131 X 2 1/2



## APPENDIX: NOTES

1. SEE FIG. D6-2 FOR STUDS, RAFTERS, JOIST, HANGER TABLES AND ROOF BRACING.
2. SEE FIG. D6-2 FOR NAILING CONNECTIONS TABLE 11 MODIFIED.
3. SEE FIG. D6-9 FOR HANGER TABLE.
4. SEE FIG. D3-2 FOR TOP PLATE SPLICE DETAIL.
5. SEE FIG. D3-4 FOR RAFTER AND PURLIN FRAMING.
6. FRAME GABLE ENTAILS PER FIG. D6-1.
7. SEE FIG. D6-2 FOR PERMITTED EIGHTH POINTS OF CONNECTION DETAIL.
8. FRAME BUILDING CORNERS PER FIG. D6-3.
9. FRAME COLLAR AND RAFTER TIES PER FIG. D6-4.
10. SEE FIG. D6-5 FOR BEAM ASSEMBLIES.
11. SEE FIG. D6-6 FOR DRINKINGS ON JOIST ROADS.
12. SEE FIG. D6-7 & B FOR DICK VENDER SUPPORT.

### GENERAL NOTES:

1. ENGINEERED DESIGN  
BASED ON VFCM MANUAL  
R301.2.1.1
2. DESIGN LOADS:

## 1. WIND LOAD :

1. WIND LOAD STANDARD WOOD FRAME CONSTRUCTION MANUAL (WFCM) 2012 EDITION
2. BASIC WIND SPEED (3-SEC. GUST V<sub>ult</sub>=140 mph (V<sub>asd</sub>=110 mph) Exp.

## 1. LIVE LOADS

- |                       |        |
|-----------------------|--------|
| ROOF FRAMING          | 10 psf |
| FLOOR FRAMING         | 10 psf |
| WALL FRAMING          | 10 psf |
| ROOF TILE             | 20 psf |
| STUCCO (1" THICK)     | 10 psf |
| BRICK VENEER          | 40 psf |
| 2. DEAD LOADS:        |        |
| ROOF NO STORAGE       | 20 psf |
| ATTIC LIMITED STORAGE | 10 psf |
| NO SLEEPING ROOMS     | 40 psf |
| SLEEPING ROOMS        | 40 psf |
| EXTERIOR BALCONIES    | 40 psf |

BOX NO.	1	2	3
STORY	MAIN	GARAGE	
ROOF			
SLOPE	5:12		
ROOF			
SPAN	26		
HIGHS	8		
L	40		
V	26		

NOTES:

4. NAILING CONNECTIONS PER TABLE 3, MODIFIED SEE FIG. D2-2.
  5. FASTENERS FOR PRESSURE PRESERVATIVE AND FIRE-RETARDANT TREATED WOOD SHALL BE OF HOT-DIPPED GALVANIZED STEEL, SILICON BRONZE OR COPPER.
- EXCEPTION: ONE-HALF-INCH (12.7 MM) DIAMETER OR GREATER STEEL BOLTS

MINIMUM PRAMING REQUIRED

THESE ARE MINIMUM REQUIREMENTS  
FOR WINDSTORM RESISTANT  
CONSTRUCTION. OTHER REQUIREMENTS  
DUE TO GRAVITY LOADS MAY  
SUPERCEDE THESE REQUIREMENTS  
THE MOST STRINGENT REQUIREMENT  
SHALL BE APPLIED.

## ENGINEER'S NOTE

THESE PLANS AND SECTION PLANS AND ARE ISSUED TO OBTAIN A BUILDING PERMIT FROM THE PROPER LOCAL AGENCY WITHOUT JURISDICTION. THESE PLANS SHALL BE USED AS A GUIDE TO PREPARE SHOP DRAWINGS AND CONSTRUCTION PLANS. CONSTRUCTION SHALL PROCEED AFTER ALL INVOLVED PARTIES HAVE REVIEWED AND APPROVED THE SHOP DRAWINGS OF THE CONSTRUCTION PLANS AND SHOP DRAWINGS PREPARED USING THESE DESIGN PLANS AS BASIS.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE IN COMPLIANCE WITH OTHER TRADING CODES OR ORDINANCES AND TO BE SHOWN ON THESE PLANS.

CRITICAL ENGINEERING SHALL NOT HAVE ANY LIABILITY WHATSOEVER DUE TO THEIR USE BY THESE PLANS.

WINDSTORM PLAN  
LOT 9 BLK MIRATREN SUB.  
510 N. VETERANS  
EDINBURG, TX 78541

SHEET NO.  
1 OF 6  
JOB NO.  
083419



**Dalega Engineering**  
3939 E  
F-1215





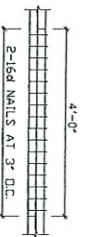
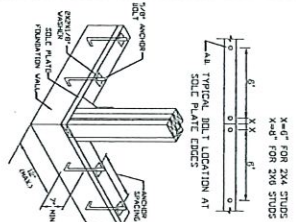


FIGURE D3-2  
NIP PLATE SPILL

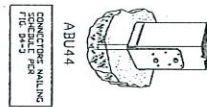
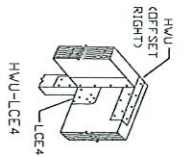
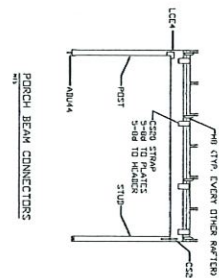


NO.	EQUIVALENT ANCHOR BOLT		
	DIAM.	DESCRIPTION	REMARKS
1	3/8"	L-BOLT	
2	3/8"	WEDGE ANCHOR	
3	3/8"	ROD	

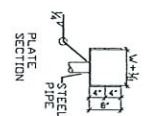
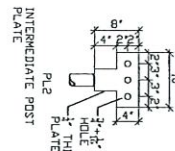
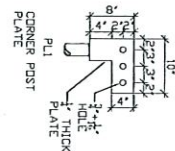
FIGURE D3-3

SCHEDULE NAILING TABLE			
COMMON WALL PENETRATION	MINIMUM PENETRATION	STUDS	MINIMUM PENETRATION
6d	1 1/4"	14 GA	1"
8d	1 3/8"	13 GA	1"
10d	1 1/2"	12 GA	1"
16d	1 7/8"	12 GA	1"
20d	2"	12 GA	1"
24d	2 1/8"	12 GA	1"
28d	2 1/4"	12 GA	1"
32d	2 3/8"	12 GA	1"
36d	2 1/2"	12 GA	1"
40d	2 5/8"	12 GA	1"
44d	2 3/4"	12 GA	1"
48d	2 7/8"	12 GA	1"
52d	3"	12 GA	1"
56d	3 1/8"	12 GA	1"
60d	3 1/4"	12 GA	1"
64d	3 3/8"	12 GA	1"
68d	3 1/2"	12 GA	1"
72d	3 5/8"	12 GA	1"
76d	3 3/4"	12 GA	1"
80d	3 7/8"	12 GA	1"
84d	4"	12 GA	1"
88d	4 1/8"	12 GA	1"
92d	4 1/4"	12 GA	1"
96d	4 3/8"	12 GA	1"
100d	4 1/2"	12 GA	1"
104d	4 5/8"	12 GA	1"
108d	4 3/4"	12 GA	1"
112d	4 7/8"	12 GA	1"
116d	5"	12 GA	1"
120d	5 1/8"	12 GA	1"
124d	5 1/4"	12 GA	1"
128d	5 3/8"	12 GA	1"
132d	5 1/2"	12 GA	1"
136d	5 5/8"	12 GA	1"
140d	5 3/4"	12 GA	1"
144d	5 7/8"	12 GA	1"
148d	6"	12 GA	1"
152d	6 1/8"	12 GA	1"
156d	6 1/4"	12 GA	1"
160d	6 3/8"	12 GA	1"
164d	6 1/2"	12 GA	1"
168d	6 5/8"	12 GA	1"
172d	6 3/4"	12 GA	1"
176d	6 7/8"	12 GA	1"
180d	7"	12 GA	1"
184d	7 1/8"	12 GA	1"
188d	7 1/4"	12 GA	1"
192d	7 3/8"	12 GA	1"
196d	7 1/2"	12 GA	1"
200d	7 5/8"	12 GA	1"
204d	7 3/4"	12 GA	1"
208d	7 7/8"	12 GA	1"
212d	8"	12 GA	1"
216d	8 1/8"	12 GA	1"
220d	8 1/4"	12 GA	1"
224d	8 3/8"	12 GA	1"
228d	8 1/2"	12 GA	1"
232d	8 5/8"	12 GA	1"
236d	8 3/4"	12 GA	1"
240d	8 7/8"	12 GA	1"
244d	9"	12 GA	1"
248d	9 1/8"	12 GA	1"
252d	9 1/4"	12 GA	1"
256d	9 3/8"	12 GA	1"
260d	9 1/2"	12 GA	1"
264d	9 5/8"	12 GA	1"
268d	9 3/4"	12 GA	1"
272d	9 7/8"	12 GA	1"
276d	10"	12 GA	1"
280d	10 1/8"	12 GA	1"
284d	10 1/4"	12 GA	1"
288d	10 3/8"	12 GA	1"
292d	10 1/2"	12 GA	1"
296d	10 5/8"	12 GA	1"
300d	10 3/4"	12 GA	1"
304d	10 7/8"	12 GA	1"
308d	11"	12 GA	1"
312d	11 1/8"	12 GA	1"
316d	11 1/4"	12 GA	1"
320d	11 3/8"	12 GA	1"
324d	11 1/2"	12 GA	1"
328d	11 5/8"	12 GA	1"
332d	11 3/4"	12 GA	1"
336d	11 7/8"	12 GA	1"
340d	12"	12 GA	1"
344d	12 1/8"	12 GA	1"
348d	12 1/4"	12 GA	1"
352d	12 3/8"	12 GA	1"
356d	12 1/2"	12 GA	1"
360d	12 5/8"	12 GA	1"
364d	12 3/4"	12 GA	1"
368d	12 7/8"	12 GA	1"
372d	13"	12 GA	1"
376d	13 1/8"	12 GA	1"
380d	13 1/4"	12 GA	1"
384d	13 3/8"	12 GA	1"
388d	13 1/2"	12 GA	1"
392d	13 5/8"	12 GA	1"
396d	13 3/4"	12 GA	1"
400d	13 7/8"	12 GA	1"
404d	14"	12 GA	1"
408d	14 1/8"	12 GA	1"
412d	14 1/4"	12 GA	1"
416d	14 3/8"	12 GA	1"
420d	14 1/2"	12 GA	1"
424d	14 5/8"	12 GA	1"
428d	14 3/4"	12 GA	1"
432d	14 7/8"	12 GA	1"
436d	15"	12 GA	1"
440d	15 1/8"	12 GA	1"
444d	15 1/4"	12 GA	1"
448d	15 3/8"	12 GA	1"
452d	15 1/2"	12 GA	1"
456d	15 5/8"	12 GA	1"
460d	15 3/4"	12 GA	1"
464d	15 7/8"	12 GA	1"
468d	16"	12 GA	1"
472d	16 1/8"	12 GA	1"
476d	16 1/4"	12 GA	1"
480d	16 3/8"	12 GA	1"
484d	16 1/2"	12 GA	1"
488d	16 5/8"	12 GA	1"
492d	16 3/4"	12 GA	1"
496d	16 7/8"	12 GA	1"
500d	17"	12 GA	1"
504d	17 1/8"	12 GA	1"
508d	17 1/4"	12 GA	1"
512d	17 3/8"	12 GA	1"
516d	17 1/2"	12 GA	1"
520d	17 5/8"	12 GA	1"
524d	17 3/4"	12 GA	1"
528d	17 7/8"	12 GA	1"
532d	18"	12 GA	1"
536d	18 1/8"	12 GA	1"
540d	18 1/4"	12 GA	1"
544d	18 3/8"	12 GA	1"
548d	18 1/2"	12 GA	1"
552d	18 5/8"	12 GA	1"
556d	18 3/4"	12 GA	1"
560d	18 7/8"	12 GA	1"
564d	19"	12 GA	1"
568d	19 1/8"	12 GA	1"
572d	19 1/4"	12 GA	1"
576d	19 3/8"	12 GA	1"
580d	19 1/2"	12 GA	1"
584d	19 5/8"	12 GA	1"
588d	19 3/4"	12 GA	1"
592d	19 7/8"	12 GA	1"
596d	20"	12 GA	1"
600d	20 1/8"	12 GA	1"
604d	20 1/4"	12 GA	1"
608d	20 3/8"	12 GA	1"
612d	20 1/2"	12 GA	1"
616d	20 5/8"	12 GA	1"
620d	20 3/4"	12 GA	1"
624d	20 7/8"	12 GA	1"
628d	21"	12 GA	1"
632d	21 1/8"	12 GA	1"
636d	21 1/4"	12 GA	1"
640d	21 3/8"	12 GA	1"
644d	21 1/2"	12 GA	1"
648d	21 5/8"	12 GA	1"
652d	21 3/4"	12 GA	1"
656d	21 7/8"	12 GA	1"
660d	22"	12 GA	1"
664d	22 1/8"	12 GA	1"
668d	22 1/4"	12 GA	1"
672d	22 3/8"	12 GA	1"
676d	22 1/2"	12 GA	1"
680d	22 5/8"	12 GA	1"
684d	22 3/4"	12 GA	1"
688d	22 7/8"	12 GA	1"
692d	23"	12 GA	1"
696d	23 1/8"	12 GA	1"
700d	23 1/4"	12 GA	1"
704d	23 3/8"	12 GA	1"
708d	23 1/2"	12 GA	1"
712d	23 5/8"	12 GA	1"
716d	23 3/4"	12 GA	1"
720d	23 7/8"	12 GA	1"
724d	24"	12 GA	1"
728d	24 1/8"	12 GA	1"
732d	24 1/4"	12 GA	1"
736d	24 3/8"	12 GA	1"
740d	24 1/2"	12 GA	1"
744d	24 5/8"	12 GA	1"
748d	24 3/4"	12 GA	1"
752d	24 7/8"	12 GA	1"
756d	25"	12 GA	1"
760d	25 1/8"	12 GA	1"
764d	25 1/4"	12 GA	1"
768d	25 3/8"	12 GA	1"
772d	25 1/2"	12 GA	1"
776d	25 5/8"	12 GA	1"
780d	25 3/4"	12 GA	1"
784d	25 7/8"	12 GA	1"
788d	26"	12 GA	1"
792d	26 1/8"	12 GA	1"
796d	26 1/4"	12 GA	1"
800d	26 3/8"	12 GA	1"
804d	26 1/2"	12 GA	1"
808d	26 5/8"	12 GA	1"
812d	26 3/4"	12 GA	1"
816d	26 7/8"	12 GA	1"
820d	27"	12 GA	1"
824d	27 1/8"	12 GA	1"
828d	27 1/4"	12 GA	1"
832d	27 3/8"	12 GA	1"
836d	27 1/2"	12 GA	1"
840d	27 5/8"	12 GA	1"
844d	27 3/4"	12 GA	1"
848d	27 7/8"	12 GA	1"
852d	28"	12 GA	1"
856d	28 1/8"	12 GA	1"
860d	28 1/4"	12 GA	1"
864d	28 3/8"	12 GA	1"
868d	28 1/2"	12 GA	1"
872d	28 5/8"	12 GA	1"
876d	28 3/4"	12 GA	1"
880d	28 7/8"	12 GA	1"
884d	29"	12 GA	1"
888d	29 1/8"	12 GA	1"
892d	29 1/4"	12 GA	1"
896d	29 3/8"	12 GA	1"
900d	29 1/2"	12 GA	1"
904d	29 5/8"	12 GA	1"
908d	29 3/4"	12 GA	1"
912d	29 7/8"	12 GA	1"
916d	30"	12 GA	1"
920d	30 1/8"	12 GA	1"
924d	30 1/4"	12 GA	1"
928d	30 3/8"	12 GA	1"
932d	30 1/2"	12 GA	1"
936d	30 5/8"	12 GA	1"
940d	30 3/4"	12 GA	1"
944d	30 7/8"	12 GA	1"
948d	31"	12 GA	1"
952d	31 1/8"	12 GA	1"
956d	31 1/4"	12 GA	1"
960d	31 3/8"	12 GA	1"
964d	31 1/2"	12 GA	1"
968d	31 5/8"	12 GA	1"
972d	31 3/4"	12 GA	1"
976d	31 7/8"	12 GA	1"
980d	32"	12 GA	1"
984d	32 1/8"	12 GA	1"
988d			

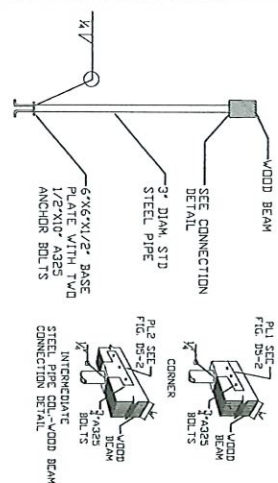




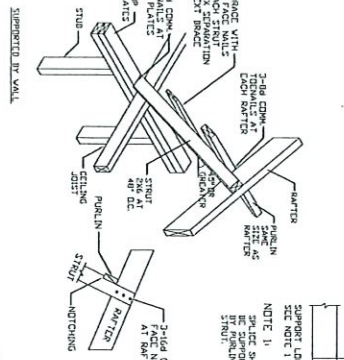
WIND UPLIFT CONNECTIONS  
FIGURE D5-1



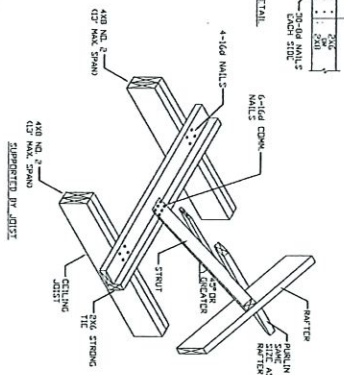
WIND UPLIFT  
FIGURE D5-2



POST ALTERNATE  
FIGURE D5-3



BATTEN AND RAIL IN FRAMING  
FIGURE D5-4



SHEET NO.  
D5  
EN 607  
083419

WINDSTORM PLAN  
LOT 9 BLK MIRATREN SUB.  
510 N. VETERANS  
EDINBURG, TX 78541

DATE: 12-16-19  
VOID PLANS IF:  
DRAWING IS NOT IN  
CONFORMANCE WITH  
APPLICABLE CODES



901 N. Loop W. Ste. D  
Edinburg, TX 78541  
Tel: 361.0141111  
F-1125  
Engineering  
300078



NO.	DATE	REVISION







# CONFLICT OF INTEREST

## SUMMARY OF RULES FOR CDBG CONTRACTORS

### I. Introduction

Prospective CDBG contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of CDBG funding to the program and/or to the City, and in some cases can result in civil or criminal liability.

Organizations that are requesting CDBG funding should ask themselves the following questions:

- \* Are any of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board that will participate in the City's CDBG selection process?
  - a City Official?
- \* Are any immediate family members or business associates of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board will participate in the City's CDBG selection process?
  - a City Official?
- \* Will any of my employees or board members receive a financial interest or benefit from CDBG funds (other than employee salaries or personnel benefits)? Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from CDBG funds (other than employee salaries or personnel benefits)?
- \* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises CDBG-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my program?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City in which CDBG funding will be utilized, will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described below. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal and State Conflict of Interest Laws govern activities funded with CDBG funds:

- \* HUD conflict of interest regulations (24 CFR Part 570.611 and 24 CFR Part 85.36)
- \* Texas Local Government Code Chapter 171.004
- \* City of Edinburg Policies & Procurement Manual – General Ethical Standards

## **II. City Officials, Their Family or Business Partners Benefiting from CDBG Projects.**

**HUD rule.** The HUD conflict of interest rule prohibits any "covered person" associated with the City (as defined below) from obtaining a financial interest or benefit from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the City and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to CDBG- funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. City staff members or consultants who exercise the above roles or function with respect to the CDBG activity are considered "covered persons." For purposes of the CDBG program, a "covered person" specifically includes any member of the Edinburg City Council, or any director of any Board associated with reviewing and making recommendations on the funding for the contract, whether or not that Councilmember or director actually participated in the review or recommendation. "Covered person" may also include members of other City boards and commissions, if that board or commission has exercised functions or decision-making with respect to the CDBG activity. The HUD rule further prohibits anyone with "family or business ties" to the covered public official from receiving a financial interest or benefit.

**State law.** State law requires a local public official with substantial interest in a business entity or in real property, to file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature of and extent of the interest. The state law requires that any public official of the City, should publicly recuse him/herself from participating in any discussions relating to the CDBG grant-making process. Failure of the person to recuse him/herself ***before*** the discussions begin may disqualify the organization's application for funds.

## **III. Interests of persons associated with the contractor.**

The HUD rule also addresses financial interests that are held by certain persons associated with a CDBG contractor. The HUD rule prohibits any "covered person" associated with the



contractor from obtaining a financial interest or benefit (with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs) from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the contractor and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the contractor who, with respect to CDBG-funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. This rule extends to those with whom the covered person has "family or business ties" (as defined above). This rule would, for example, prohibit certain employees or directors of a CDBG contractor from using CDBG funds to pay for rent on property owned by that employee or director, as well as family and business associates of that person.

#### **IV. Remedies and Sanctions.**

The CDBG grant contract provides that if a CDBG contractor fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the City may (1) suspend CDBG payments, (2) terminate the contract, (3) require reimbursement by the contractor to the City or to HUD of any amounts already disbursed, and/or (4) bar future CDBG funding of the contractor by the City. In addition, the City may suspend payments or terminate the contract in the event HUD suspends or terminates its grant to the City for conflict of interest reasons, or in the event the City reasonably determines that an improper conflict of interest situation may arise from payments under the contract. This could happen whether or not the contractor is responsible for the conflict of interest situation.

#### **Certification:**

I, the undersigned, acknowledge and certify that I have read and understand the summary of Rules for CDBG Contractors.

Date:

---

Printed Name and Title:

---

Company/Vendor Name:

---

Authorized Signatory:

---





**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
AFFIDAVIT REGARDING CONFLICT OF INTEREST**

**Acknowledgement:**

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

*24 CFR Part 570.611 (b) Conflicts prohibit.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

*24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

**Certification:**

I, the undersigned, certify and report that to the best of my knowledge,

- ☐ I have no conflict of interest to disclose
- ☐ I have the following conflict of interest to disclose:

---

---

---

Date:

---

Printed Name and Title:

---

Company/Vendor Name:

---

Authorized Signatory:

---