



## 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 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Tuesday, March 22, 2022**, 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. 2022-36 RECONSTRUCTION OF ONE (1) RESIDENCE - 900 E. VAN WEEK**

A pre-bid conference will be held between 2:00-5:00 p.m., Wednesday, March 16, 2022, at Edinburg City Hall-Community Room, 415 W. University Drive, Edinburg, Texas. 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.

Bidders are advised that the INSTRUCTIONS TO BIDDERS or bidding documents can be downloaded from the City of Edinburg web page address: [https://cityofedinburg.com/departments/finance/open\\_bid\\_notices.php](https://cityofedinburg.com/departments/finance/open_bid_notices.php) or may obtain copies of same by contacting the office of: LORENA FUENTES, ASSISTANT PURCHASING MANAGER, 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 **RECONSTRUCTION OF ONE (1) RESIDENCE - 900 E. VAN WEEK** 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).

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**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor), Edinburg,  
Texas 78541  
**If Mailing Bids:** 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 Assistant Purchasing Manager, 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 Assistant Purchasing Manager 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 RECONSTRUCTION OF ONE (1) RESIDENCE - 900 E. VAN WEEK 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 go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf](http://www.ethics.state.tx.us/data/forms/conflict/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

### **SB 13 ENERGY COMPANY BOYCOTTS**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 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 energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

### **SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

### **ETHICAL STANDARD**

No City official or employee shall have interest in any contract resulting from this bid.  
The following forms must be completed with your bid response.

- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 13 Verification Form**
- **SB 19 Verification Form**

The forms stated above MUST be returned as part of your Bid response. Failure to include these forms may result in your Bid being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the Bid. \* **FORM 1295 (CERTIFICATE OF INTERESTED PARTIES) is not required with the bid submittal but will be required from the awarded party before entering into a contract with the City of Edinburg.**

### **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 date 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.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

## OFFICE USE ONLY

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

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

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

## 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:**

## SENATE BILL 13 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, Chapter 809, Government Code 2274:**

- 3) does not boycott energy companies and;**
- 4) will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

- 1. "Boycott energy company" has the meaning assigned by Section 809.001; and
  - 2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
- 

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

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

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

## SENATE BILL 19 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 2274:**

**(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,**

**(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.**

Pursuant to Section 2274.001, Texas Government Code:

- 1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
- 2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
- 3) "Discriminate against a firearm entity or firearm trade association":
  - a) means, with respect to the entity or association, to:
    - i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
    - iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - b) does not include:
    - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
    - (ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
      - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.
- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or

expanding gases.

- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6) "Firearm entity" means:
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
  - b) a sport shooting range as defined by Section 250.001, Local Government Code.
- 7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
  - b) has two or more firearm entities as members; and
  - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.
- 

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**SIGNATURE OF COMPANY REPRESENTATIVE:**

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**TYPE/PRINT NAME AND TITLE:**

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**DATE:**

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
RECONSTRUCTION OF ONE (1) RESIDENCE - 900 E. VAN WEEK**

**BID NO. 2022-36**

**BID OPENING DATE: March 22, 2022 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 - 900 E. VAN WEEK.**

You are invited to submit a sealed bid for the purchase and RECONSTRUCTION OF ONE (1) RESIDENCE – 900 E. VAN WEEK as requested by the City of Edinburg, C.D.B.G. Housing Assistance 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**  
**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: Noelia Salinas

Mailing Address: 900 E. Van Week, Edinburg, Texas 78541

Legal Description: All of Lot 1, Block 113, Original Townsite of Edinburg, Hidalgo County, Texas, according to the map or plat thereof on file and of record in the office of the County Clerk of 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.

**Footings:**

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 1/2" 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, and 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 1/2" 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	<b>Arch</b> 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	<b>Arch</b> 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.

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

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

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 manufacturers, surface preparation prior to applying finish.

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

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

13. **Brick Veneer:**

- a. American made brick only. \$500.00 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   ✓  

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

Window Stools: White Pine or Better -1"x 6" with rounded corners and router edges with trim under stools

Finish:            Doors:                  Sealer, Stained & Varnish  
   √ Painted

Closet Shelves: 1" x 12" white pine at 65" high brackets (2) in bedroom #1 and (1) Centered in bedroom #2 when over 4' in length

Closet Clothing Rod: (1) 3/8" Galvanized rod

Other Trims (Item, Type and Location) all trims will be enamel painted with oil based paint.

Owner will select color. (USE OF LEAD-BASE PAINT IS STRICTLY PROHIBITED)

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

1. Bathroom (Chrome)
  - a. Toilet Paper Holder
  - b. Towel Holder (24" in length)
  - c. Stainless Steel Grab Bars installed as per manufacture's specifications  
One: (18" grab bar) One: (36" grab bar)

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

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

16. **Cabinets and Interior Detail:**

**Kitchen Cabinets:**      **Overhead Unit**

Material: 3/4" Ash/Birch Plywood  
 Backing: 1/4" Luan for Backing  
 Linear feet: 18' - 3"  
 Shelf width: 1' - 0"  
 Shelf Material: 3/4" BC Plywood

**Kitchen Cabinets:      Base Unit**

Material:	¾" Ash/Birch Plywood
Backing:	¼" Luan for Backing
Linear feet:	15' – 9"
Cabinet width:	2' – 0"
Back Splash:	18" Coved Formica
Counter Top:	¾" BC Plywood, Formica to be applied
Edging:	Formica
Shelf Material:	¾" Luan Plywood

**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 then 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 ½"	Rolled Batts R-30 Rating Fiberglass Insulation Full Coverage Batted	Paper Back Insulation
Wall	3 ½"	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. 15' 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 CONSITUTE 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 shade tree to be planted in front of home after construction measuring 2 ½" caliber @ 6" above the grade as per the Unified Development Code (Table 10.301.B).

**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, Noelia Salinas, do with this verify that on this 11<sup>th</sup> day of February 2022, 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.

Noelia Salinas  
HOMEOWNER(S):

2-11-22  
Date

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

\_\_\_\_\_  
Date

City of Edinburg, Community Development

PREPARED & EXPLAINED:

Veronica Guerrero  
Veronica Guerrero, Housing Coordinator

2-11-2022  
Date

APPROVED:

Marissa Garza  
Marissa Garza  
Director of Community Development/GM

2-17-22  
Date

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

\_\_\_\_\_  
Date

PLAN No: 011022

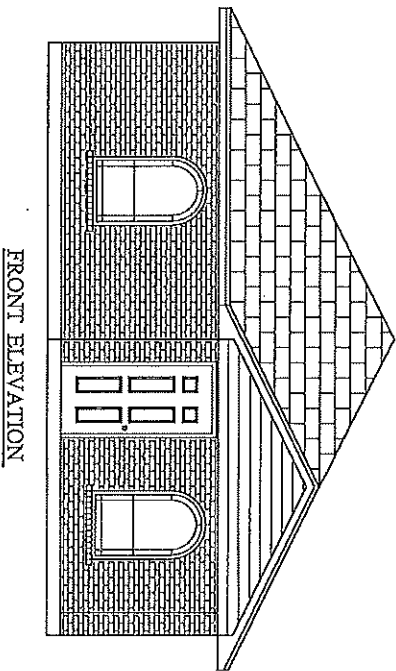
DATE: 2-7-2022

PROJECT FOR:

NOELIA SALINAS  
900 E. VAN WEEK  
EDINBURG, TX 78539

DIFFERENT PERSPECTIVE  
DESIGNS

BY. H.O



## General Notes

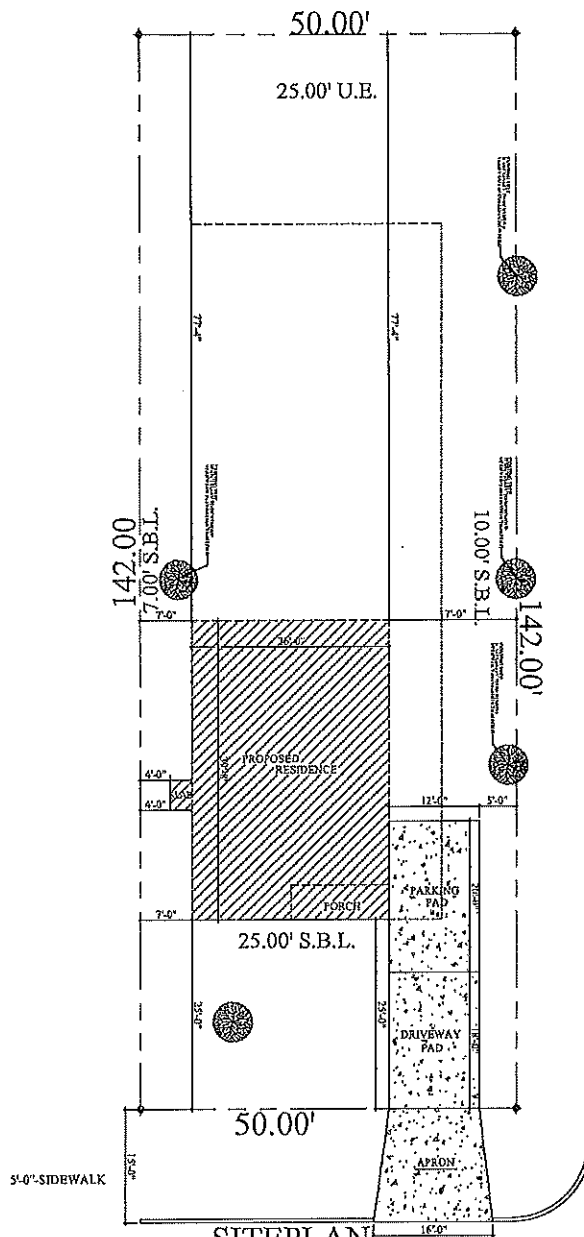
1. Building to comply w/2012 IRC, 2012 IECC, and other city ordinances.
2. All construction must be done per design and specifications.
3. Construction shall meet 115 mph wind speeds and comply with attached Engineer design.

## Index

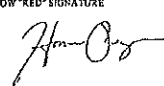
Sheet 1. —	General Information
Sheet 2. —	Site Plan
Sheet 3. —	Foundation Plan
Sheet 4. —	Floor Plan
Sheet 5. —	Front & Rear Elevations
Sheet 6. —	Left & Right Elevations
Sheet 7. —	Roof Plan
Sheet 8. —	Electrical Plan
Sheet 9. —	Typical Details

## AREAS:

LIVING AREA	972	SQ. FT.
PARKING PAD	240	SQ. FT.
DRIVEWAY	216	SQ. FT.
APRON	210	SQ. FT.
COVERED PORCH	60	SQ. FT.
SLAB	12	SQ. FT.
TOTAL AREA	1,710	SQ. FT.

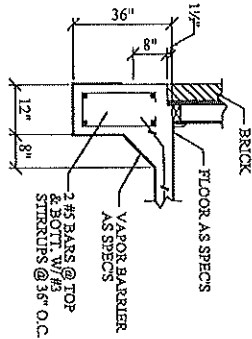


**SITEPLAN**  
 900 E. VAN WEEK  
 EDINBURG, TX 78539

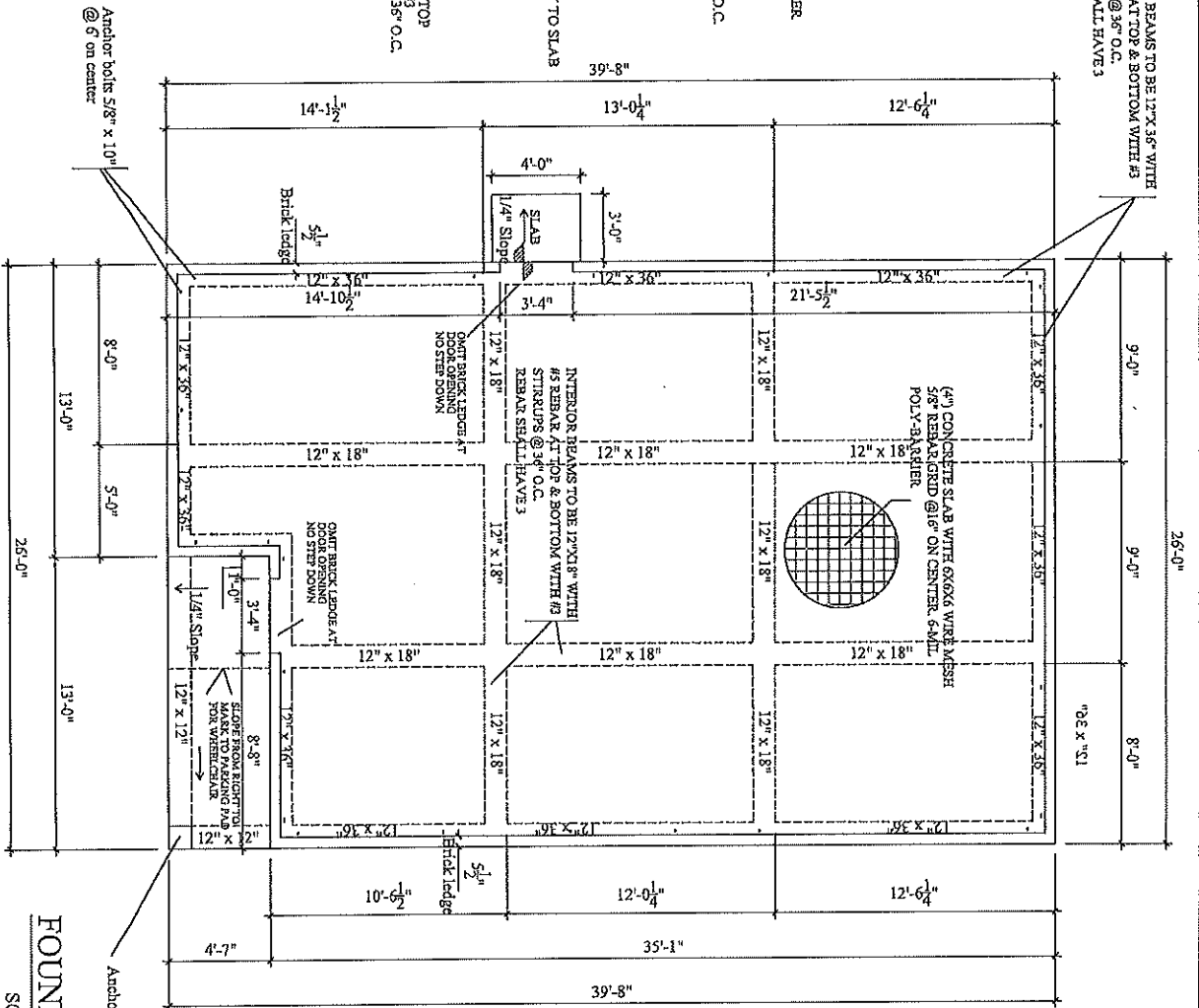
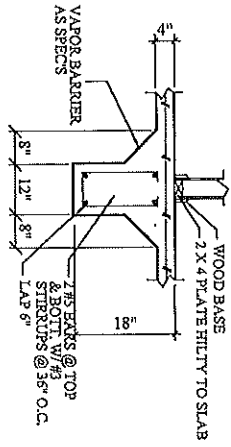
PROJECT FOR: NOBILIA SALINAS 900 E. VAN WEEK EDINBURG, TX 78539	PAGE NO: 2/9	<b>DIFFERENT PERSPECTIVE          DESIGNS</b> CELL: (956)624-2333 DRAWN BY HOMERO OROZCO	IF MY SIGNATURE DOES NOT APPEAR BY "RED" THE USE OF REPRODUCTION OF THIS PLANS MAY BE AN INFRINGEMENT OF THE FED. COPYRIGHT ACT. TO REPORT COPYRIGHT VIOLATIONS CALL: (956)624-2333 SHOWN BELOW "RED" SIGNATURE 	THE PLANS ARE NOT TO BE REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION FROM DIFFERENT PERSPECTIVE DESIGNS	THE PLANS ARE NOT TO BE REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION FROM DIFFERENT PERSPECTIVE DESIGNS	THE PLANS ARE NOT TO BE REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION FROM DIFFERENT PERSPECTIVE DESIGNS
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EXTERIOR BEAMS TO BE 12"x36" WITH #5 REBAR AT TOP & BOTTOM WITH #3 STIRRUPS @ 36" O.C. REBAR SHALL HAVE 3

### EXTERIOR BEAM



### INTERIOR BEAM

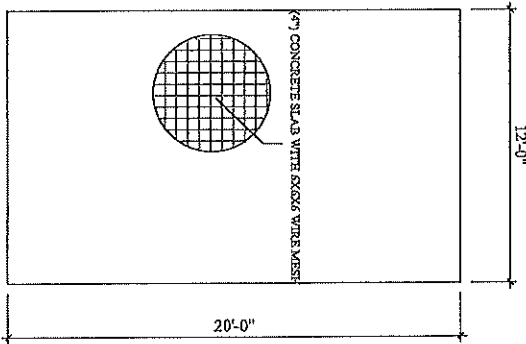


## FOUNDATION PLAN

SCALE 3/16" = 1'-0"

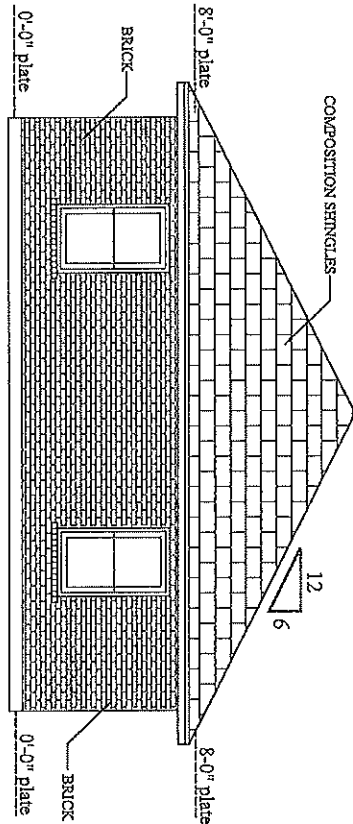
## PARKING PAD

SCALE 3/16" = 1'-0"



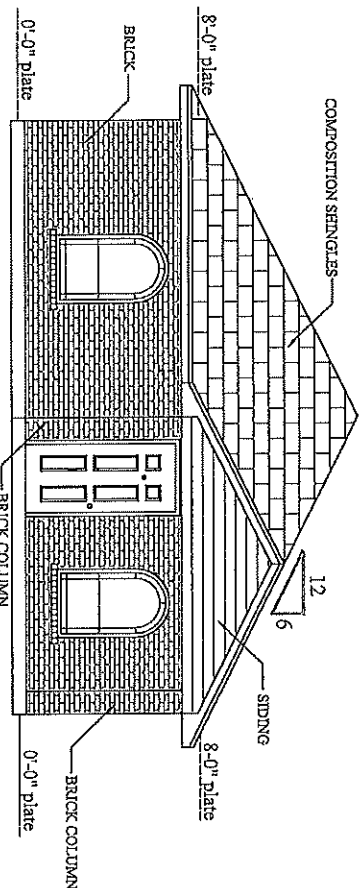
<p>THIS DRAWING MAY NOT BE REPRODUCED IN ANY FORM WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.</p>	<p>THESE ARE THE PROJECT OF THE ARCHITECT AND NOT THE PROPERTY OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE CONSTRUCTION OF THE PROJECT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE PROJECT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT.</p>	<p>DIFFERENT PERSPECTIVE DESIGNS</p>	<p>DIFFERENT PERSPECTIVE DESIGNS</p>	<p>PROJECT FOR: NOELIA SALINAS 000 E. VAN WIERK EDINBURG, TX 77539</p> <p>DATE: 3/9</p> <p>DRAWN BY: HOMERO OROZCO</p>
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# REAR ELEVATION

SCALE 3/16" = 1'-0"



# FRONT ELEVATION

SCALE 3/16" = 1'-0"

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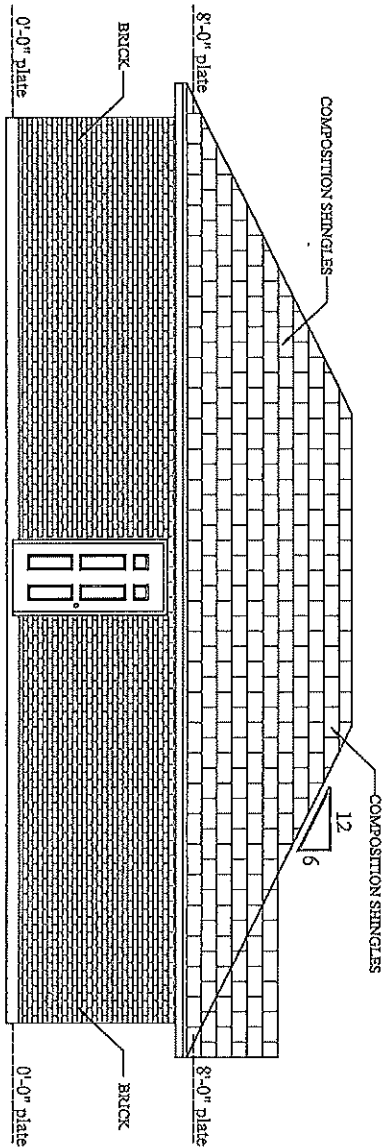
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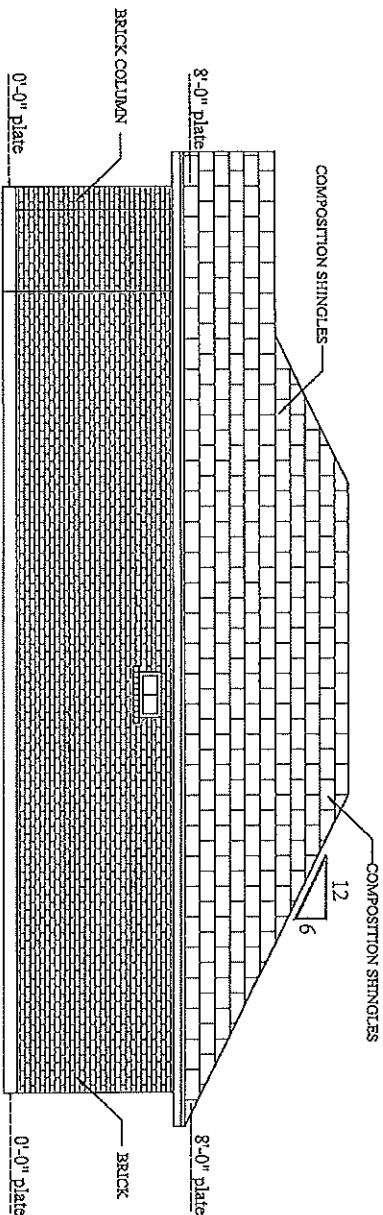
SHOWN BELOW "RED" SIGNATURE

*Homero Orozco*



LEFT ELEVATION

SCALE 3/16" = 1'-0"



RIGHT ELEVATION

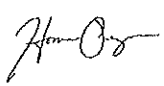
SCALE 3/16" = 1'-0"

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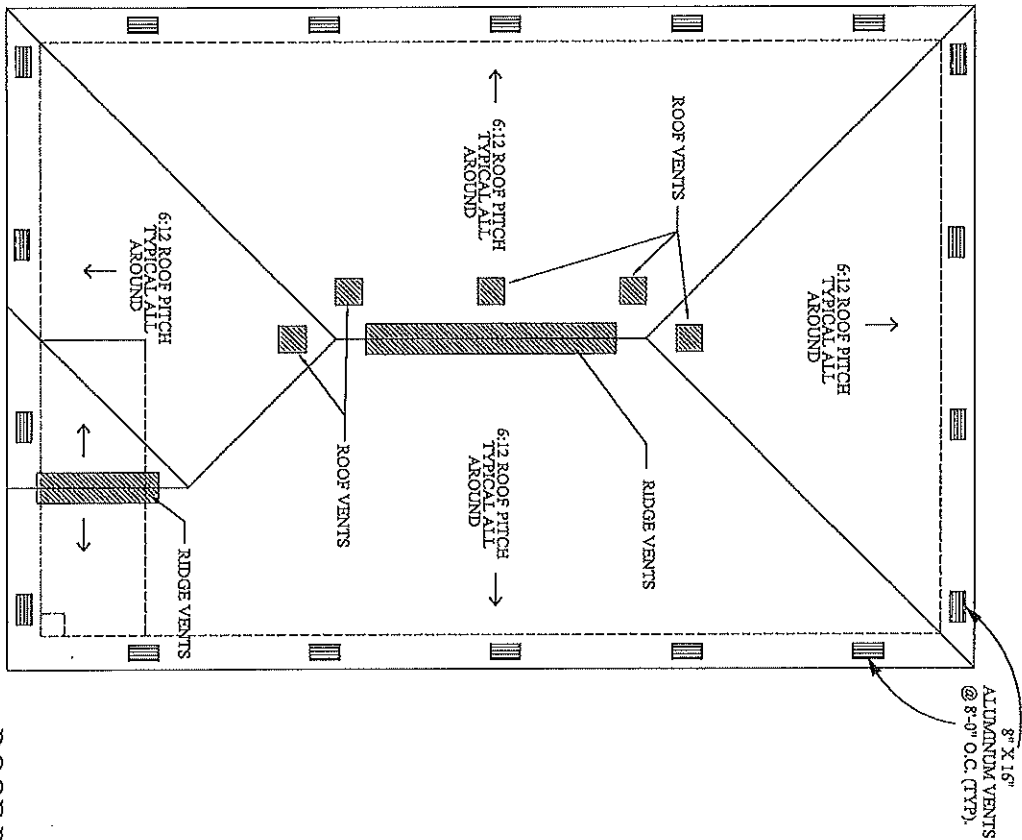
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DESIGNS  
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DRAWN BY HOMERO OROZCO

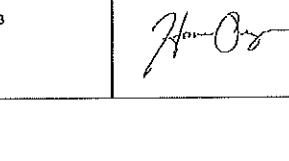
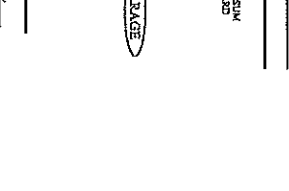
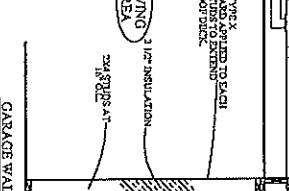
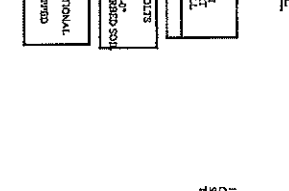
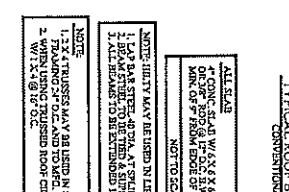
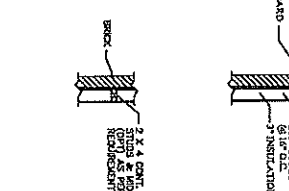
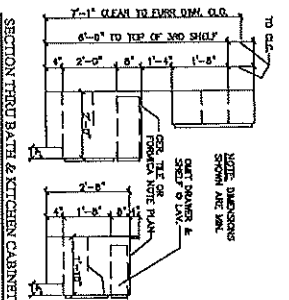
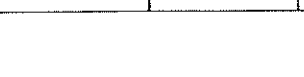
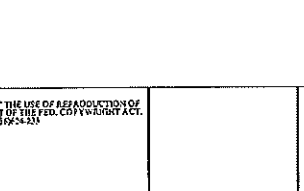
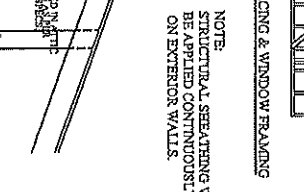
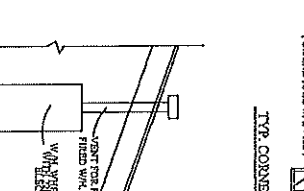
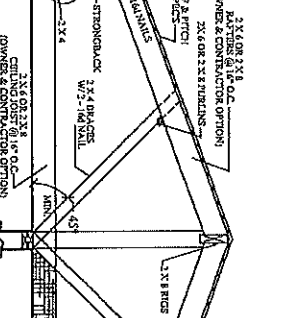
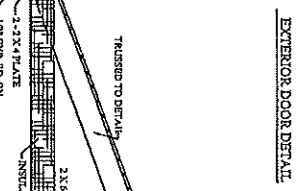
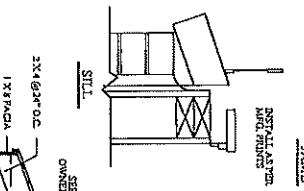
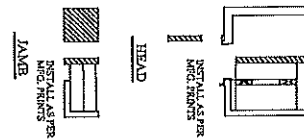
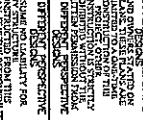
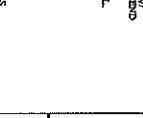
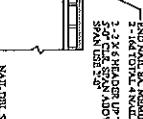
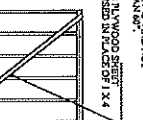
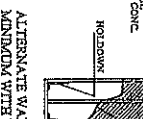
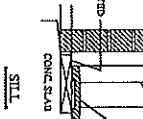
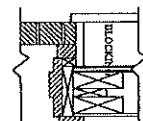
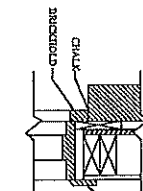
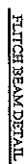
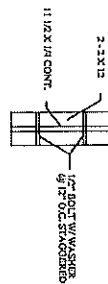
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**ROOF PLAN**  
SCALE 3/16" = 1'-0"

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## DIFFERENT PERSPECTIVE DESIGNS

CELL: (956)624-2331

DRAWN BY HOMERO OROZCO

PROJECT FOR:  
NOELLA SALINAS  
900 E. VAN WEEK  
EDINBURG, TX 78539

PAGE NO.  
9/9

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John O'Byrne

1





SECTION	DESCRIPTION	UNIT	QUANTITY
1	WINDSTORM PLAN	SQ. FT.	14.00
2	WINDSTORM PLAN	SQ. FT.	14.00
3	WINDSTORM PLAN	SQ. FT.	14.00
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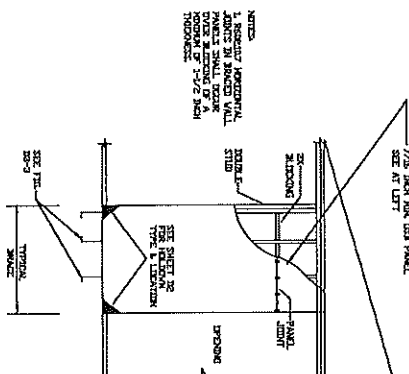
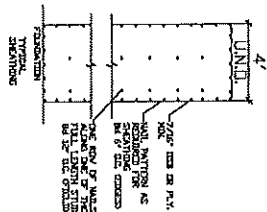


FIGURE D3-1

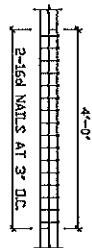


FIGURE D3-2

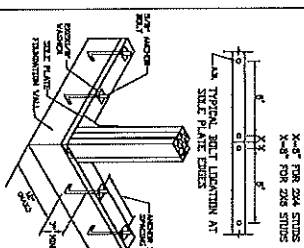


FIGURE D3-3

No.	EQUIVALENT ANCHOR EOLT	
	DESCRIPTION	REMARKS
1	<p>5/8" L-ANCHOR</p>	<p>AS VARIOUS IN THE UNITS F. CONCRETE DETERMINE 4.5 INCH</p>
2	<p>5/8" U-ANCHOR</p>	<p>AS VARIOUS IN THE UNITS F. CONCRETE DETERMINE 4.5 INCH</p>
3	<p>5/8" T-ANCHOR</p>	<p>AS VARIOUS IN THE UNITS F. CONCRETE DETERMINE 4.5 INCH</p>

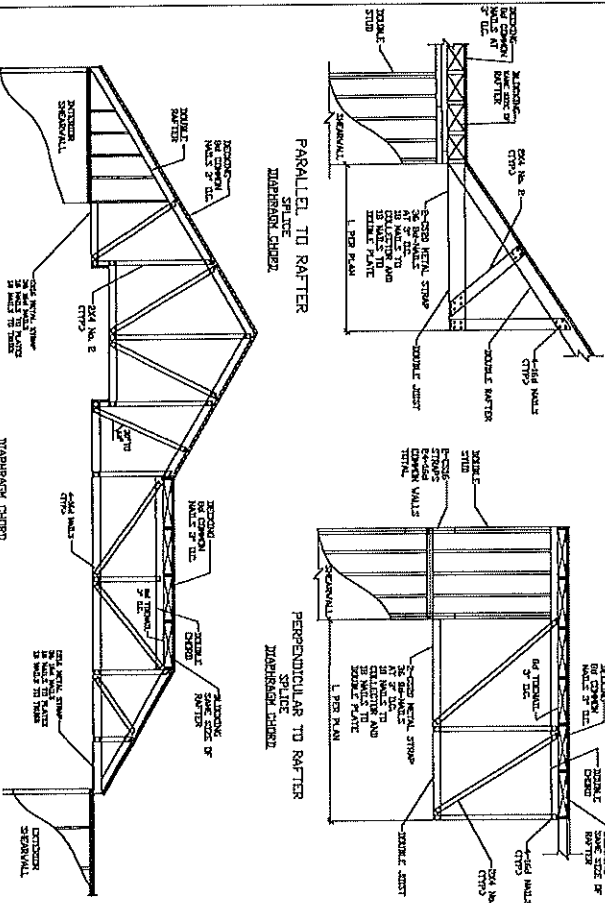
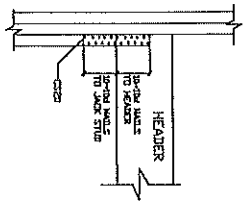
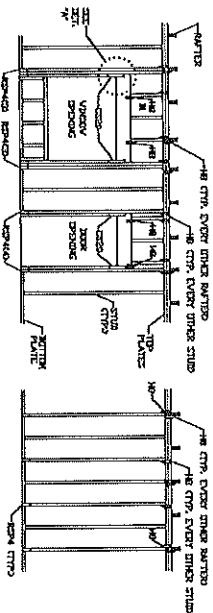


FIGURE D3-4

FIGURE D3-5



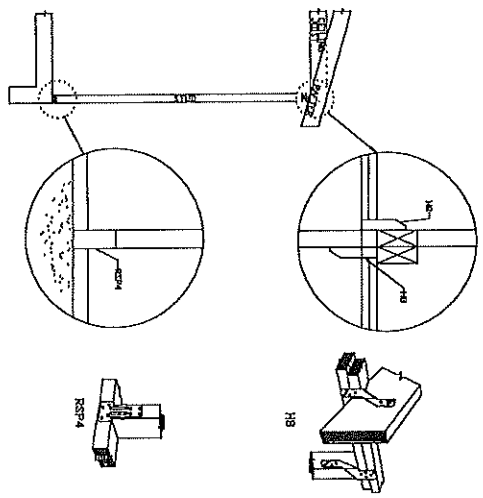
DETAIL 7A



NOTE:  
VENDOR CONNECTOR SHALL BE  
APPLIED TO THE EXTERIOR OR  
INTERIOR SIDE OF THE WALL.

TYPICAL WALL  
CONNECTION  
TO ROOF

4-024 STUDS 2\"/>



NOTES:  
1. INSTALL CONNECTOR NAILS  
PER FIG. 24-3.

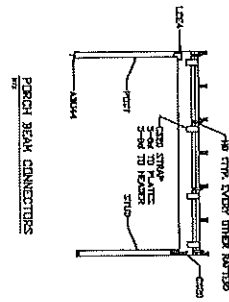
CONNECTOR NAILING  
FIG. 24-3

FIGURE 24-1

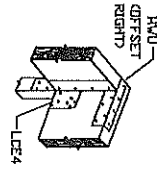
NOT USED  
FIGURE 24-2

SIMPSON CONNECTORS		ALTERNATE	
NO.	TO FASTENERS TO PLATE	TO PLATE TO STUD	TO STUD
10	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10A	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10B	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10C	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10D	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10E	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10F	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10G	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10H	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10I	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10J	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10K	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10L	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10M	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10N	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10O	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10P	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10Q	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10R	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10S	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10T	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10U	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10V	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10W	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10X	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10Y	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.
10Z	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.	5-04 X 1 1/2 O.D. 5-04 X 1 1/2 O.D.

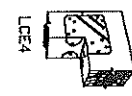
FIGURE 24-3



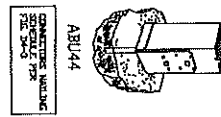
PORCH BEAM CONNECTORS



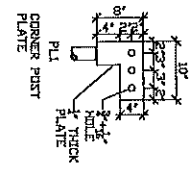
HAVU-LCE4



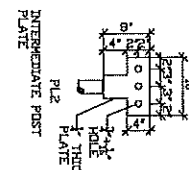
LCE4



ABU44



CORNER POST



INTERMEDIATE POST

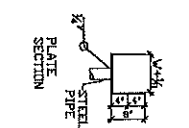
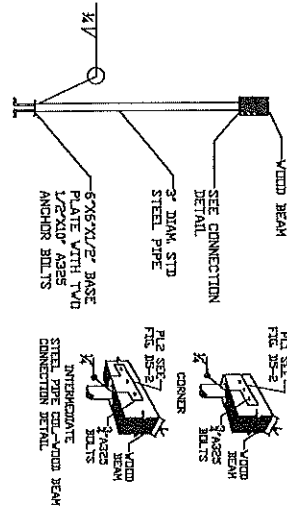


PLATE SECTION

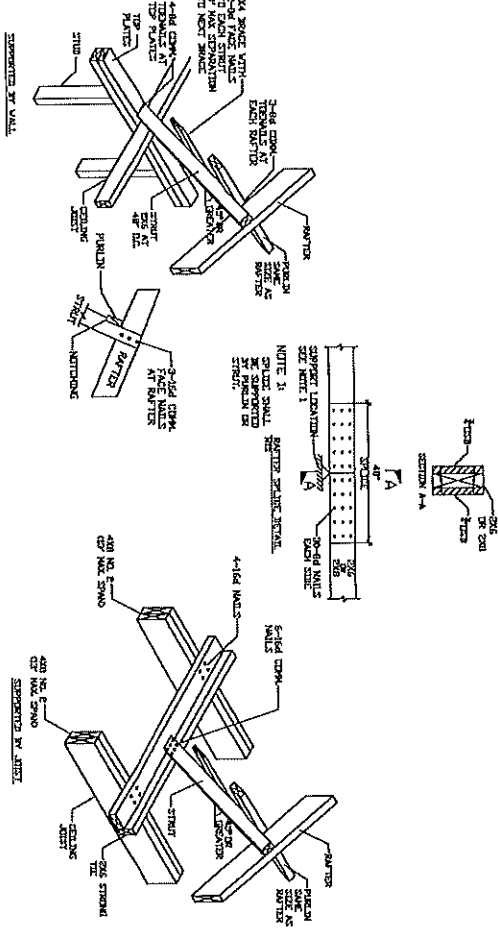


POST ALTERNATE

WINDSTORM PLAN  
FIGURE DS-1

STEEL PLATE  
FIGURE DS-2

POST ALTERNATE  
FIGURE DS-3



WINDSTORM PLAN

FIGURE DS-4



**CITY OF EDINBURG  
BID FORM FOR  
RECONSTRUCTION OF ONE (1) RESIDENCE - 900 E. VAN WEEK**

**BID NO. 2022-36**

**BID OPENING DATE: March 22, 2022 at 3:00 p.m.**

I/We submit the following bid in **ORIGINAL FORM** for **RECONSTRUCTION OF ONE (1) RESIDENCE - 900 E. VAN WEEK** 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>900 E. VAN WEEK</b>  LEGAL DESCRIPTION: LOT 1, BLOCK 113, ORIGINAL TOWNSITE OF EDINBURG, HIDALGO COUNTY , TEXAS ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.  <b>NOTE 1: ALL BIDDERS MUST BE ON THE HOUSING ASSISTANCE PROGRAM APPROVED CONTRACTORS LIST.</b>  <b>NOTE 2: DEOMLISH EXISTING HOME.</b>	\$ _____

**BID FORM FOR PURCHASE OF RECONSTRUCTION OF ONE (1) RESIDENCE - 900 E. VAN  
WEEK (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 \_\_\_\_\_, 2022.

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

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

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

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

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

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

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

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



## Community Development/Grants Management Bid Packet Contents

### I. Required Certifications

- a. System for Award Management Instructions (SAM)
- b. Conflict of Interest Summary and Certification
- c. Certification Regarding Equal Employment Opportunity
- d. Certification Regarding Clean Air and Water
- e. Certification Regarding Debarment and Suspension
- f. Certification Regarding Non-Lobbying Activities
- g. Non-Collusion Affidavit for Prime Bidder/Subcontractor
- h. Information Regarding Use of MBE/WBE

### II. Federal Contract Provisions

### III. Federal Register 2 CFR Part 200, Appendix II

# I. Required Certifications

- a. Prime Contractors are required to be registered in the System for Award Management (SAM) before they can be awarded the project. Instructions on how to register are included. The website link for registration is [www.sam.gov](http://www.sam.gov).
- b. A prospective bidder/vendor should review the Conflict of Interest Summary of Rules for CDBG Contractors. The affidavit should be reviewed, signed and submitted, disclosing any possible conflict of interest.
- c. A prospective contractor/subcontractor should complete and submit the Certification Regarding Equal Employment Opportunity.
- d. A prospective contractor/subcontractor should complete and submit the Clean Air and Water Certification.
- e. A prospective contractor/subcontractor should complete and submit the Certification Regarding Debarment and Suspension. Additional information is included.
- f. A prospective contractor/subcontractor should complete and submit the Certification on Non-Lobbying Activities. Additional information is included.
- g. A prospective contractor/subcontractor should complete and submit the Non-Collusion Affidavit. Additional information is included.
- h. Information regarding use of Minority-Owned Business Enterprises/Women-Owned Business Enterprises is included.

## II. Federal Contract Provisions

## III. Federal Register 2 CFR Part 200

# System for Award Management Instructions (SAM)

## **SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND ACTIVATION**

**Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening.** This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?  
\_\_\_\_ Yes \_\_\_\_ No
2. If so, please provide you organizations DUNS number: \_\_\_\_\_

Note: Immediately after the bid opening takes place, the City will enter the bidder's DUNS number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: <http://www.sam.gov>. To register in SAM, an entity must have a Data Universal Numbering System (DUNS) number. The DUNS Number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities.

If you're business does not have a DUNS number, the following websites may be accessed to begin the process of obtaining one:

[www.grants.gov/applicants/org\\_step1.jsp](http://www.grants.gov/applicants/org_step1.jsp) or <http://fedgov.dnb.com/webform>

## SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION INFORMATION

In preparation for registration in **SAM**, there are several steps you should take. Among these steps are:

1. **Obtain a TIN/EIN for your business from the IRS.** (Even if your business is a sole proprietorship, it's important — because of identity-theft considerations — that you do not operate your business using your Social Security number.)
2. **Obtain a DUNS number for your business.** (Don't pay anyone for this; a DUNS number can be obtained from Dunn & Bradstreet — D&B — at no cost via the web within a day or two.)
3. **Research and identify the PSC/FSC and NAICS codes most appropriate to your business.** (Every product and service is classified by these federal numbering systems, and it's essential that you identify the codes that are applicable to your business.)
4. **Write a brief capabilities statement.** (You must have a grammatically-correct, short description of what your company does.)
5. **Identify "key words" associated with the nature of your business.** (These words should be crafted from a government buyer's perspective; in other words, think about what the government might "call" what it is you do or sell.)
6. **Make a list of business references.** (Be prepared to provide company name, contact person, dollar value, and date range of work.)

Please make sure to plan ahead. There are not many preparatory steps, but they are the most important ones.

### How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. You will need your DUNS number and Employment Identification Number (EIN) or Taxpayer Identification Number (TIN).

If you have any questions please contact the Federal Service Desk at [www.FSD.gov](http://www.FSD.gov). Their phone number is (866) 606-8220.

# Conflict of Interest Summary and Certification



**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:

---

## 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:

---

# Certification Regarding Equal Employment Opportunity

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: \_\_\_\_\_

Address and Zip Code: \_\_\_\_\_  
\_\_\_\_\_

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.  
Yes \_\_\_\_\_ No \_\_\_\_\_ (If answer is yes, identify the most recent contract)
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
Yes \_\_\_\_\_ No \_\_\_\_\_ (If answer is yes, identify the most recent contract)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
Yes \_\_\_\_\_ No \_\_\_\_\_ None Required \_\_\_\_\_
4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Name and Title of Signer – please type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CERTIFICATION OF SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR: \_\_\_\_\_ PROJECT #: \_\_\_\_\_

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

**CERTIFICATION BY SUBCONTRACTOR**

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

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

\_\_\_\_\_ Yes      \_\_\_\_\_ No

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

DATE

## Certification Regarding Clean Air and Water

## CLEAN AIR AND WATER CERTIFICATION

**(For all contracts exceeding \$100,000 including indefinite quantities where the amount is expected to exceed \$100,000 in any year)**

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;
2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and
3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name of Contractor's Authorized Official: \_\_\_\_\_

Title of Contractor's Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

# Certification Regarding Debarment and Suspension

## Certification Regarding Debarment and Suspension

### Certification A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was in place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## U.S. Department of Housing and Urban Development

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to testify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title

## Certification Regarding Non-Lobbying Activities

## CERTIFICATION ON NON-LOBBYING ACTIVITIES

### CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# Non-Collusion Affidavit for Prime Bidder/Subcontractor

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR**

State of Texas)  
County of Hidalgo)  
City of Edinburg)

\_\_\_\_\_, being the first duly sworn, deposes and says that:

1. He/she is \_\_\_\_\_ of \_\_\_\_\_  
(Owner, partner, etc.) (Company)  
the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

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

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Notary: \_\_\_\_\_

(Apply Notary Seal)

(Print or type names under all signatures)

## Information Regarding Use of MBE/WBE

**INFORMATION REGARDING  
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)**

**Procedures for Implementation of 40 CFR Part 31.136(e)  
(Minority Business Enterprise/Women's Business Enterprise)**

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

**Affirmative Actions**

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.
2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:
  - a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
    - i. Specific description of the work to be subcontracted;
    - ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
    - iii. Date quotation is due to the bidder;
    - iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
  - b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.
3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

**Determination of Compliance**

It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;
3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;
4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;
5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

## MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant \_\_\_\_\_

Project Number \_\_\_\_\_

Contractor/Engineer \_\_\_\_\_

Address, City, State, and Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone No \_\_\_\_\_

Amount of Contract \_\_\_\_\_ MBE Percentage \_\_\_\_\_ WBE Percentage: \_\_\_\_\_

1. MBE \_\_\_\_\_ Subcontractor \_\_\_\_\_

WBE \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Amount of Subcontract \_\_\_\_\_ Tax ID Number \_\_\_\_\_

Scope Of Work \_\_\_\_\_

2. MBE \_\_\_\_\_ Subcontractor \_\_\_\_\_

WBE \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Amount of Subcontract \_\_\_\_\_ Tax ID Number \_\_\_\_\_

Scope Of Work \_\_\_\_\_

3. MBE \_\_\_\_\_ Subcontractor \_\_\_\_\_

WBE \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Amount of Subcontract \_\_\_\_\_ Tax ID Number \_\_\_\_\_

Scope Of Work \_\_\_\_\_

4. MBE \_\_\_\_\_ Subcontractor \_\_\_\_\_

WBE \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Amount of Subcontract \_\_\_\_\_ Tax ID Number \_\_\_\_\_

Scope Of Work \_\_\_\_\_

## II. Federal Contract Provisions

**Community Development Block Grant Program  
24 CFR Part 570**

**FEDERAL CONTRACT PROVISIONS**

This Contract is funded in whole or in part by the US Department of Housing and Urban Development Community Development Block Grant (CDBG) Program funds made available to the City of Edinburg. These additional provisions apply when CDBG is used to fund eligible activities permitted by the CDBG regulations published at 24 CFR Part 570. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

**1. Davis-Bacon Act -29 CFR Parts 1, 3, 5, 6, and 7**

In carrying out this Agreement, the Contractor agrees to comply with the requirements of the Davis- Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

**2. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-333**

The Contractor shall comply with the requirements of the Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor regulations 29 CFR Part 5. CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on covered projects. The Act applies to both direct Federal contracts and indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for criminal prosecution. CWHSSA does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates. CWHSSA applies to prime contracts greater than \$100,000 and to all subcontracts and lower-tier subcontracts or the Subcontractor.

**3. Copeland "Anti-Kick Back" Act – 18 U.S.C. § 874 and 40 U.S.C. § 276c; 29 CFR Part 3**

The Contractor, Subcontractor(s) and lower-tier Subcontractors shall comply with the requirements of the Copeland "Anti-Kick Back" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to kickback (i.e., give up or pay back any part of their wages. The Copeland Act requires every

employer (Contractors and Subcontractors) to submit weekly payroll reports (CPRs) and regulates permissible payroll deductions.

#### **4. Equal Employment Opportunity – Title VII of the Civil Rights Act of 1964; E.O. 11246**

A. The Contractor will ensure that all Subcontractor(s) and lower-tier Subcontractors agree to incorporate or cause to be incorporated into any contract for professional services or construction, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving a grant, contract, loan insurance or guarantee, the following equal opportunity clause below.

B. During the performance of the contract, the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) will:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin;
2. Take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin.
3. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship;
4. Post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. E.E.O. posters are included herein as Exhibit N to ensure notification of employees.
5. In all solicitations or advertisements for employees' state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin;
6. Send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the E.E.O. commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment;
7. Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules regulations and relevant orders of the Secretary of Labor;
8. Furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;
9. In the event of non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or otherwise provided by law; and

10. Include paragraph B, and B1-9 in every subcontract, lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the administering agency to enter into such litigation to protect the interests of the United States.

C. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in the work on or under the contract.

D. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subcontractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the City or the Secretary of Labor pursuant to Part II, Subpart D of the executive order.

F. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan insurance or guarantee) refrain from extending any further assistance to the Contractor under the CDBG program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate proceedings.

## **5. Title VI of Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.**

During the performance of this contract, the Contractor, for itself, its assignees and successors interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

C. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City and the U.S. Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the U.S. Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the U.S. Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
2. Cancellation, termination or suspension of the contract, in whole or in part.

E. The Contractor shall include the provisions of paragraph A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directive issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the City to enter such litigation to protect the City of Sandy Springs, and in addition, the Contractor may request the U.S. Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

## **6. Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9**

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees. E.E.O. posters are included herein as Exhibit N to ensure notification to disabled employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### **7. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq; 24 CFR Parts 40 and 41**

The Contractor shall comply with the Architectural Barriers Act, which requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA of 1968.

#### **8. Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146**

The Contractor shall comply with the Age Discrimination Act of 1975, which provides that no

person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**9. Americans with Disabilities Act of 1990 – E.O. 11250; 42 U.S.C. 12131; 24 CFR Part 35**

The Contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**10. Energy Policy and Conservation Act – Public Law 94-163, Stat. 871**

The Contractor shall comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the Georgia energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**11. Section 109 Title I of the Housing and Urban Development Act of 1974 – 42 U.S.C. 5309**

The Contractor shall, as provided for in Section 109, ensure that no person in the United States shall, on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

**12. Section 306 Clean Air Act, Section 508 Clean Water Act and EPA Regulations – 42 U.S.C. 1857(h); 33 U.S.C. 1251 et seq. as amended; 40 CFR Part 15**

The Contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts, subcontracts and subgrants in amounts in excess of \$100,000.

**13. Section 3 – 24 CFR Part 135**

The Contractor shall comply with the purposes of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and ensure that employment and other economic opportunities generated by HUD-funded programs, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low-and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons. Section 3 regulations apply only to Contractors (or Subcontractors) receiving CDBG funds in excess of \$100,000 to complete projects involving housing construction, rehabilitation or other public construction projects.

**14. Certification of Non-segregated Facilities – E.O. 11246; 41 CFR Part 60-1.8**

The Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and those under its control. The Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under

its control where segregate facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certification for specific time periods).

**15. Drug-free Workplace Requirements – 41 U.S.C. 701; 24 CFR Part 21.**

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the Drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

**16. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – 24 CFR Part 85(e)**

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms. Affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

**17. Copyrights and Patent Rights – 24 CFR Part 85.34 and Part 85.36(i)(8)**

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor or any Subcontractor. The

U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes (a) a copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or Contractor purchases ownership with grant support.

#### **18. Audits – 24 CFR Part 85.26(b)(1)**

Commercial Contractors (private for-profit, and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. However, the Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the City or any authorized representative, and will be retained consistent with Record Retention requirements stated in Section 21.

#### **19. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611**

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- A. An employee, agent, consultant, officer or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the City;
  - 1. Any member of his/her immediate family;
  - 2. His or her partner; or
  - 3. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other

disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

#### **20. Records Retention – 24 CFR Part 85.42(a)-(d)**

The Contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, statistical and other records pertinent to this contract and the grant program shall be maintained for 4 years (24 CFR Part 570(a)(16)). However, if any litigation, claim, negotiation, audit or other action involving the records starts before the expiration of the 4 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 4 year period, whichever is later.

#### **21. Records Access – 24 CFR Part 85.42(e) & (f)**

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

### III. Federal Register 2 CFR Part 200, Appendix II

## FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

### Appendix II to 2 CFR Part 200

#### Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as

supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

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