

**PART I**  
**BID FORMS. CONSTRUCTION SPECIFICATIONS**  
**&**  
**STATUTORY REQUIREMENTS**

**For**  
**HOME PROGRAM**  
**MORRIS COUNTY, TEXAS**

***BID FOR 3-BEDROOM SINGLE-FAMILY HOUSE***

Bids Accepted Until: 11:00 A.M, February 1, 2022  
Morris County Courthouse – County Judge’s Office  
500 Broadnax St.  
Daingerfield, TX 75638  
(903) 645-3691

**SECTION A: Bid Proposal and Bidders Packet**

***ADVERTISEMENT & INVITATION FOR SEALED BIDS:  
NEW HOUSING CONSTRUCTION***

Morris County, Texas acting as agent for the Owners, will receive bids for the demolition and new construction of up to three (3) single-family dwellings until 11:00 a.m. on the 1st day of February, 2022; at Morris County Courthouse, 500 Broadnax, Daingerfield, Texas 75638; at which time and place all will be publicly read aloud. Bids are invited for the furnishing of material and labor for the demolition and construction of new residential dwelling projects located within Morris County. Contract documents, including drawings and technical specifications, are on file at the County Courthouse. Legitimate bidders by obtain one copy without charge. No bid may be withdrawn after the scheduled closing time for receiving bids for at least 60 days. The Owner of the property and Morris County reserve the right to reject any or all bids and to waive all formalities in bidding. Furthermore, the Owner and the County reserve the right to award a contract on selected bid items and/or alternatives on the work bid form at their discretion.

Morris County is an Affirmative Action/Equal Opportunity Employer and encourages Historically Underutilized Businesses to submit bids.

Morris County, Texas

By: Doug Reeder

Title: County Judge



## Notice to Bidders

***Bidding procedures, bidder selection, and any subsequent bidder appeal will be conducted in accordance with the applicable local, state and federal procurement regulations and protest procedures established by Morris County in compliance with CFR §200.318.***

### Selection of Contractor

The contract will be awarded to the most responsive and responsible bidder with the lowest base bid for the 3-bedroom house plan plus the average cost of demolitions. The bidders will be evaluated on the following basis:

- 1. Bids will be evaluated on the based bid of the 3 bedroom/2 bathroom house plan, plus the average cost of demolitions. Please note that the base bid includes a 240 square feet concrete parking pad and a 120 square feet concrete sidewalk.**
- 2. References. Provide references on page 28 of bid document. References and previous HOME projects undertaken by the bidder will be contacted and verified. Unsatisfactory references may be a disqualification factor.**
- 3. Willingness to Phase Construction. Every attempt will be made to facilitate the construction of all the houses in the same time frame. However, the possibility exists that houses may have to be constructed over a more extended period of time. The contractor must be willing to phase construction if circumstances require.**

Criteria by which bids can be judged as non-responsive and potential disqualification factors include:

- 1. Unsatisfactory past performance of a particular Contractor on projects of similar scope and complexity. *References WILL be contacted and verified.***
- 2. Unwillingness of Contractor to phase construction. Contractor needs to be able to start individual housing units on case-by-case basis.**
- 3. If the Bidder has altered the Proposal/Bid Form during preparation of bid which will change the conditions and/or scope of the work to be performed. Any bid exemption, variation, adjustment, or modification without written approval by the Housing Specialist prior to bid submission will DISQUALIFY bidders.**
- 4. THE BID PACKAGE MUST BE SUBMITTED IN A SEALED ENVELOPE. Bids shall not be submitted in any manner whereby the amounts of bid or bids may be disclosed, examined or read prior to the time of the bid opening.**

### Protest Rights:

All protests regarding the solicitation process must be submitted in written form to the County Judge within five (5) working days following the opening of bids/proposals. This includes all

protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the County Judge within five (5) working days after award and must specify the grounds upon which the protest is based. A valid protest shall:

1. Come from an actual respondent for the contract, and
2. Who claim to be the rightful awardee. That is, the protest is not valid if filed by a respondent who cannot show they would be awarded the contract if their protest were accepted.

The County Judge, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

***Conflict of Interest:***

Morris County conforms to the conflict of interest rules of TDHCA as specified in the Texas Administrative Code Title 10, Part 1, Chapter 53, Rule 53.28(5).

## **Bid Package**

The bid package consists of the following items:

PART 1 – Bid Forms, Construction Specifications and Statutory Requirements

PART 2 – House Plans and Drawings (Bluebonnet House Plan)

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### **Bid Form**

Bid Form must be submitted in a SEALED ENVELOPE

#### RELATED DOCUMENTS:

The general provisions of the Contract, including the GENERAL, SUPPLEMENTAL & SPECIAL CONDITIONS, apply to the work included in this Bid Form.

#### DATE OF BID OPENING:

Sealed Bids will be received until: 11:00 A.M., February 1, 2022 in the County Judge's Office in the Morris County Courthouse, located at 500 Broadnax, Suite B, Daingerfield, TX 75638. Bids will then be publicly opened and, if in proper order, read aloud.

**BIDS RECEIVED AFTER THE DEADLINE SHALL NOT BE ACCEPTED, AND SHALL BE RETURNED, UNOPENED, TO THE BIDDER.**

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## Bid Proposal

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

PROPOSAL OF: \_\_\_\_\_  
hereinafter called "BIDDER"; a ( ) Corporation, ( ) LLP, ( ) full partnership, or ( ) individual

doing business as \_\_\_\_\_,  
*business name legibly written, typed or printed*

located in \_\_\_\_\_, Texas \_\_\_\_\_;  
*address*

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

**TO:** Project Administrator, representing and acting on the behalf of the Owner.  
Home Program  
Morris County, Texas

### **FOR THE PROJECTS:**

Construction of a maximum of three (3) new residential houses:

#### The BIDDER

In compliance with your Invitation for Bids for the above referenced project, having examined the Drawings, Specifications and related documents; and agreeing to comply with all requirements therein for the project; and having examined the sites of the proposed work; being familiar with all the conditions surrounding the work, including the availability of materials and labor, hereby agrees to furnish all labor, materials, equipment, supplies, and expenses necessary to perform the work required by the project in accordance with the CONTRACT DOCUMENTS, within the allotted time; for the prices stated below.

**The BIDDER agrees that his Bid(s) shall be good and shall not be withdrawn for a period of 60 calendar days after the opening thereof.**

Any award of contract shall be made within 60 calendar days after the opening of Bids. The BIDDER shall return with his executed Contract, Insurance Binders/Certificates, and Performance & Payment Bonds that are required or indicated in the Specifications.

#### ADDENDA:

By submitting this proposal, the BIDDER acknowledges that he has received all Addenda issued.

#### BID ITEMS:

Show all amounts legibly in both WORDS AND FIGURES. In the event of discrepancy, the amount shown in words shall govern. Illegible figures and/or words shall be read and interpreted to the advantage of the Owner; shall not excuse the bid because of error or omission by the Bidder; or may be interpreted by the Owner as grounds for rejection of the bid or bids.

Fill in all requested bid items.

BIDDER'S INSTRUCTION AND RELATED ITEMS:

Show all amounts in both WORDS AND FIGURES. In the event of discrepancy, the amount shown in words shall govern. Illegible figures and/or words shall be grounds for rejection of the bid OR may interpreted as most advantageous to the Owner.

RESPOND to all requested bid items; BECAUSE, in some situations, an unanswered bid may be interpreted as being included in another bid item.

If a bid is not being made upon a bid item, then indicate by filling in the amount with the words "**NO BID**". DO NOT FILL IN ANY BID AMOUNT WITH THE NUMBER "0" as this will be interpreted to mean that the item will be furnished for **Zero Dollars**.

Do not attach CONDITION PRECEDENT CLAUSES or VARIANCES to any Base Bid, Alternate Bid, Unit Price, or Allowance; nor to any other item included in this Proposal.

**BID PROPOSAL FOR BLUEBONNET HOUSE PLAN**  
**Base Unit per House**

<b>Item</b>	<b>Bid Amount – Written Amount</b>	<b>Bid Amount – in \$</b>
Sitework (excluding demolition)		\$
Type C Slab Foundation		\$
Framing		\$
Fiber cement Exterior Surface		\$
Plumbing (includes tub/shower unit)		\$
Electrical		\$
Doors and Windows		\$
Roofing (gable roof)		\$
Fixtures		\$
HVAC		\$
Energy Efficient Appliances (refrigerator, stove, vent-a-hood, dishwasher)		\$
Flat Work, including: A) 240 Sq. foot concrete Parking Pad (4" thick) B) 120 Sq. foot concrete sidewalk (4" thick)		\$
Insulation		\$
Interior Surface		\$
Cabinets		\$
Flooring		\$
Mini-blinds for all windows		\$
Paint		\$
<b>TOTAL BASE BID</b>		\$



### Demolition and Removal of Existing Structure

<b>Item</b>	<b>Bid Amount – Written Amount</b>	<b>Bid Amount – in \$</b>
557 CR 1229 Pittsburg, TX 75686		\$
713 CR 3204 Daingerfield, TX 75638		\$
239 CR 3119 Daingerfield, TX 75638		\$

### Alternate Bid Items Per House

<b>Alternates – 3 Bedroom Plan</b>	<b>Add/or deduct (+/- amt.)</b>
Alternate #1 Handicap bathroom lavatory – wall hung with mirror	Add \$
Alternate #2 Low-step shower unit – install low-step shower unit	Add \$
Alternate #3 Two pallets of sod	Add \$
Alternate #4 Install two grab bars in each bathroom	Add \$
Alternate #5 Septic System - Installation of an aerobic septic system	Add \$

I (we), being legally entitled, herewith submit these bids, and if awarded this work, fully agree to enter into Contract with the OWNER and to complete all work in accordance with the terms, conditions, and requirements of the Contract Documents.

Seal if bid by Corp.

RESPECTFULLY SUBMITTED,

\_\_\_\_\_  
Legal (printed or typed) name of Bidder

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

## Extra Work Allowances for Additional Items

Should sufficient funds be available, the County may consider the inclusion of the following additional work items into the contract. These extra work items are not included in the base bid and, if chosen, must be accepted by both the contractor and the County.

<b>Allowances</b>	<b>Amount Allowed</b>
Allowance #1 Additional Site Improvements – for additional site work, grading, filling or leveling due to difficult site conditions. Site work to be approved by County prior to start of construction.	Not to exceed \$3,000.00
Allowance #2 Water System – For connection to a public or individual water supply system if necessary.	Not to exceed \$3,000.00

### **TIME OF COMPLETION:**

The Bidder agrees and submits as the period of time required to complete the designated work of the Contract, which is defined as the consecutive calendar days following the effective date of the "Notice to Proceed" as ninety (90) days. The County will consider additional time for weather days, material delays or acts of God on a case-by-case basis.

### **LIQUIDATED DAMAGES:**

This Bidder agrees to pay a fixed unit price per consecutive calendar day for delays beyond the Contract date fixed for reaching "Final Completion". For failure to complete the project within the allotted time, the BIDDER proposes, acknowledges, and agrees to pay liquidated damages in the amount of:

**\$ 75.00 (Seventy-five dollars) per day** for each consecutive calendar day (or portion thereof) that the project remains incomplete or unfinished until the date the Project Administrator declares the project "Final".

### **ACCEPTANCE & REJECTION OF BIDS:**

The Project Administrator reserves the right to accept or reject in any order, individual Base Bids, Alternates, Unit Bids, or variances from the bidding requirements as may be most advantageous to the Owner.

CONDITION PRECEDENT CLAUSES (and/or VARIANCES) attached by the Bidder to any bid item or items will not be considered as modifying the specified requirements or content of the bid item(s) or any associated bid item(s).

## **Construction Specifications**

### **General Building Specifications:**

The units are to be constructed in compliance with the following specifications:

- International Residential Code for One and Two Family Dwellings - 2015 Edition
- Texas Minimum Construction Standards - 2015

The year 2015 Edition of the International One- & Two-Family Dwelling Code shall be an integral part of the Contract Documents for the project(s). The contractor is required to obtain a copy of this Code and become familiar with its contents. Copies can be obtained from various sources, including the Southern Building Code Congress International in Austin, Texas.

These specifications, their amendments and additions, supersede and have priority over notes and schedules shown or indicated on the Drawing. Whenever and wherever these specifications, drawings, addendum, change orders, or other written instructions or additions are in conflict, then the conflicting instruction is subservient to the applicable code. Comply with the requirements of the most definitive desideratum of the Codes.

Texas Government Code 2306.187 mandates TDHCA to include minimum energy efficiency requirements on all single-family construction activities including new construction, reconstruction and rehabilitation. Single-family new construction and reconstruction activities funded by TDHCA are required to comply with Chapter 11 of the 2015 IRC. Single-family rehabilitation activities funded by TDHCA are required to have a minimum number of energy efficiency measures in place as evidenced by an inspection.

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

### **Foundation Specifications:**

The foundation shall be constructed in accordance with Texas FmHA Type "C" Slab details. A copy of the Foundation Details are attached and included as a foundation requirement for all homes constructed under the HOME program. All slab and beam specifications identified here must be used unless the local building official authorizes changes. All slab designs and executions shall concur with the requirements of the International Building Code for 1 & 2 Family Dwellings, 2015 Edition.

### **Accessibility of Structures Built or Rehabilitated Under the Program:**

Any newly constructed single-family home that is constructed using HOME funds must meet the following specific accessibility requirements according to the Texas Government Code Section 2306.514:

1. At least one entrance door whether located at the front side, or back of the building is on an accessible route served by a ramp or no-step entrances and has at least a standard 36-inch door.
2. On the first floor of the building each interior door is at least a standard 32-inch door, unless the door provides access only to a closet of less than 15 square feet in area.
3. Each hallway has a width of least 36 inches and is level with ramped or beveled hangs at each door threshold.

4. Each bathroom wall is reinforced for potential installation of grab bars;
5. Each electrical panel or breaker box, light switch, or thermostat is not higher than 48 inches above the floor,
6. Each electrical plug or other receptacle is at least 15 inches above the floor, and
7. If the applicable building code or codes do not prescribe another location for the breaker boxes, each breaker box is located not higher than 48 inches above the floor inside the building on the first floor.
8. For properties rehabilitated under the HOME program, reasonable accessibility improvements are allowable as needed and authorized by the homeowner.
9. Other applicable requirements as specified in the Texas Minimum Construction Standards.

### **Energy Efficiency Requirements:**

Any newly constructed home using HOME funds must comply with Chapter 11 of the 2015 International Residential Code as the energy code in Texas for single-family residential construction.

1. Replacement or installation of central heating and cooling equipment shall be sized as specified in Chapter 14, Section M1401.3 of the 2009 International Residential Code;
2. If central heating and cooling equipment is replaced or installed, ductwork located in unconditioned spaces shall be sealed in accordance with Chapter 14, Section M1601.4.1 of the 2009 International Residential Code. Ductwork located in unconditioned spaces shall be insulated to R-8;
3. If central heating and cooling equipment is replaced or installed, attic insulation shall be increased to R-30 (R-38 in Climate Zone 4 as defined by Chapter 11, Figure N1101.2 of the 2009 International Residential Code), including insulation covering the top plates of exterior walls. Baffles shall be installed in framing bays of existing soffit vents, as specified in Chapter 11, Sections N1102.2.1 - N1102.2.3 of the 2009 International Residential Code;
4. If ductless heating and cooling systems (also known as mini-split, multi-split or variable refrigerant flow (VRF) heat pump systems) are replaced or installed, they shall be ENERGY STAR certified;
5. If exhaust fans are replaced or installed in bathrooms or kitchens, they shall be ENERGY STAR certified and installed in accordance with Chapter 15 of the 2009 International Residential Code;
6. If windows are installed, they shall be ENERGY STAR certified windows, meeting the U-factor and Solar Heat Gain Coefficient for the climate zone of the dwelling as identified in Chapter 11, Table N1101.2 of the 2009 International Residential Code;
7. Electrical fixtures, equipment and appliances that are replaced or installed, where applicable, shall be ENERGY STAR certified products;
8. Plumbing fixtures that are replaced or installed, where applicable, shall be WaterSense labeled products;

9. Domestic water heaters, storage and tankless, when replaced or installed, shall meet the Federal Energy Conservation Standards required by 10 CFR 430.32, and as they may be revised from time to time.

**Required Amenities:**

Any newly constructed home using HOME funds must meet TDHCA design and quality requirements:

1. Wired with RG-6 COAX or better and CAT3 phone cable or better to each bedroom and living room;
2. Blinds or window coverings for all windows;
3. Oven/Range;
4. Exhaust/vent fans (vented to the outside) in bathrooms;
5. Energy-Star or equivalently rated lighting in all rooms, which may include compact florescent bulbs.
6. The living room and each bedroom must contain at least one ceiling lighting fixture and wiring must be capable of supporting ceiling fans.

**Construction Discoveries Responsibilities:**

In the advent that ground-disturbing work uncovers significant archaeological materials, such as stone arrowheads, ceramics, or early building foundations, or if work uncovers human burials or human remains, ground disturbing activities will immediately be stopped within a 300-foot radius and the materials protected. Tribes with interest in Morris County, Texas will be contacted as soon as possible, and given an opportunity to provide input before construction resumes.

If any archaeological or cultural materials are discovered during the project undertaking, neither the construction team or the HUD applicant will disclose this information to the general public or the media in any manner. Discoveries of archaeological material will be kept private and confidential.

## 7. General Bidder Requirements & Information

### 1. Invitation to Bid, Bid Opening and Award of Contract

Bids are invited for the furnishing of material and labor for the construction of new residential dwelling projects located within the County.

Contract documents, including Drawings and technical Specifications, are on file in the County Judge's Office at the Morris County Courthouse, 500 Broadnax St., Suite B, Daingerfield, TX 75638 or through Kathy Boyles, Grant Consultant, 4524 Summerhill Rd., Texarkana, TX 75503, 903-276- 4995. Legitimate Bidders may obtain one copy without charge. Additional sets may be obtained for the cost of printing and handling, plus any additional applicable charges.

No bid may be withdrawn for 60 calendar days following the scheduled closing date and time for receiving bids. The Owner of the property and the County reserve the right to reject any or all bids and to waive any formalities in the bidding. Furthermore, the Owner and the County reserve at their discretion, the right to award a contract on selected bid items, alternate bid items, unit bids and/or alternatives indicated on the Bid Form; in any order; and as may be to the Owners advantage.

### 2. Scope of "Base Bid" Proposal

Owner and Project Administrator reserve the right to reverse or flip (mirror-image) floor plans of the Designs; reorient floor plans due to site restrictions; and/or move windows and exterior doors. Owner shall also have the right to select any of the optional Frontal Elevations & Roof layouts that are included with the Drawings.

### 3. Bid Price

Bid for materials and labor costs for the rehabilitation or reconstruction work must be in written form and must be submitted on grantee's bid solicitation request on the appropriate bid form per project. Bid prices must be maintained for a minimum of sixty (60) calendar days and during the contract construction period. Quoted prices shall be the delivered price at any work site and may not include separate packaging, handling, shipping and/or delivery charges.

The work to be bid shall consist of the rehabilitation or the reconstruction of single-family dwellings. The bid must include all work necessary to meet local building codes or the International Residential code for One and Two – Family Dwellings, 2015 Edition, the HUD Housing Quality Standards, Texas Minimum Construction Standards, Construction Specification Manual.

### 4. Bidder Eligibility

- A. Bids received after the deadline shall not be accepted.
- B. Bid packages, which are incomplete, lack required documentation, are not signed and dated, or are illegible will be considered non-responsive and will be rejected. Bidders must have at least five years' full-time experience in construction and rehabilitation of dwelling units.
- C. Bidders must have the staff, equipment; financial and technical resources needed to effectively perform all required activities.
- D. Bidder must comply with all applicable federal, state and local laws and regulations; must have adequate general liability and vehicle insurance and may not be on a local, state or federal Consolidated List of Debarred, Suspended and Ineligible Contractors and Grantees.

### 5. Bidding Procedure

- A. Units selected for bidding shall be grouped separately by Reconstruction Projects and by

Rehabilitation Projects. Contractor while bidding each individual unit, the combined cost for the entire group by either Reconstruction or Rehabilitation shall be taken into consideration in awarding contracts.

- B. Bidders for housing rehabilitation projects must attend a walk-thru of the housing unit to be rehabilitated.
- C. Bidders must bid all Rehabilitation projects or none; Bidder must bid all Reconstruction projects or none.
- D. Bids submitted must be honored for sixty (60) calendar days from deadline date.

6. Bid and Contractor Selection

- A. Awarded bids will be to the most responsive and responsible bidder with the lowest bid using the alternatives selected by the County.
- B. A bid less than 15% of the project cost estimate by the Housing Specialist will not be considered unless the bidder can verify the bid estimate is reasonable. Should such a bid be accepted, a Performance Bond may be required.
- C. Successful bidders will accept all or none of contracts awarded.
- D. Any Contractor refusing to accept contract award(s) may be prohibited from bidding on future projects managed by Grant Consultant Kathy Boyles for a period of 90 working days by the Housing Specialist
- E. A contract pursuant to this solicitation, if awarded, shall be based on evaluation of price, past performance and experience, financial and technical resources and compliance with all legal and other bidder requirements. Some of the specific criteria and weighted values are described in Attachment V, Evaluation Form.
- F. In case of tie bids, the most responsive bidder will be selected by the Housing Board in a manner approved by the Texas Department of Housing and Community Affairs.

7. Insurance Requirements

Builder's Risk and Comprehensive general liability/minimum bodily injury combined single limit of \$250,000 (each occurrence) and property damage limits of \$250,000 (each occurrence) to include premises-operations, broad form property damage, personal injury and contractual liability coverage.

Automobile liability coverage for all owned, non-owned and hired vehicles with limits of bodily injury of \$250,000 for each person and \$500,000 (each occurrence) and property damage limits of \$250,000 (each occurrence).

8. Start Work Date

Contractor shall begin substantial work on each project within ten (10) calendar days from the date of the Notice to Proceed. Failure to start substantial work within the stated time period will result in the contract being terminated without any additional cause.

9. Final Inspection Notification

Contractor will provide a minimum of three (3) business days notification to Housing Specialist of readiness for final inspection. This does not imply or require the Housing Specialist to conduct the final inspection on the third day, but only to coordinate and arrange a mutually satisfactory date and time for the final inspection.

10. Interpretation

The interpretation and implementation of these procedures and the related documents shall solely be the responsibility of the Housing Specialist.

## **Special Conditions**

### **Construction Requirements & Payment Process**

Grant Consultant Kathy Boyles shall be providing administrative services to Grantees and household beneficiaries as part of housing rehabilitation and reconstruction of single-family homes under the Texas HOME Investment Partnerships Program (HOME) as administered by the Texas Department of Housing and Community Affairs (TDHCA). These Special Conditions have priority over all other conditions and requirements of the Contract Documents.

#### 1. Time of Completion

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

#### 2. Materials and Site:

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

#### 3. Homeowner Relationships and Preferences:

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

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

#### 4. Payment for Work:

One payment will be made for each housing unit when all construction reach 100% completion with a 10% retainage held until approval of final application for payment.

The 10% retainage is released to the contractor forty days after the Certificate of Final Inspection. The withholding of retainage is at the discretion of the Housing Specialist.



5. Utility Usage:

The contractor shall be responsible for payment of utilities used during the construction period. The contractor will make arrangements with the property owner for reimbursement of the cost of electrical service and other utilities used during the course of construction.

6. Insurance & Workers Compensation Insurance:

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

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

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

7. Change Orders:

Requests for change orders and substitutions may be considered, provided the quality of the finished product is not compromised. The Housing Specialist in writing prior to starting work must approve change Orders. Change Orders are NOT to be expected except in instances requiring:

- Unsatisfactory site conditions necessitate additional site preparation
- Homeowner paid additional work
- Installation of handicap accessibility improvements
- Installation of septic systems

8. Regulatory Agencies, etc.:

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

9. Safety of the Workplace:

Safety is the sole responsibility of the Contractor. The Contractor is responsible for any job-related illness or injury to workers and shall indemnify and hold harmless the Contract Administrator being a County, County and/or Non-Profit, its consultants, agents, the project staff, and the owner of home and their family in the event an on-the-job illness or injury occurs.

10. Texas Minimum Construction Specifications and Code:

The Texas Minimum Construction Specifications are included in the Contract Documents. Where there is question as to its meaning or application, contact the Project Administrator for clarification. Claims for "Extras" shall not be allowed unless properly processed as written

Change Orders pursuant with the requirements of the Contract Documents.

The year 2015 Edition of the International One & Two-Family Dwelling Code shall be an integral part of the Contract Documents for the project(s). Contractor is required to obtain a copy of this Code and become familiar with its contents. Copies can be obtained from various sources, including the Southern Building Code Congress International in Austin, Texas.

11. Contract Agreement:

The conditions included in the Contract Agreement shall be included in these Special Conditions as though reprinted in their entirety herewith.

12. Wage Rates:

Mandatory Wage Rates are not applicable to these projects.

13. Accessibility Standards for Construction:

There are alternate bids for the construction of handicapped accessible Baths and Kitchens. On those projects where these alternate bids are accepted, construction shall comply with the requirements of the "Fair Housing Accessibility Guidelines" as published in the Federal Register, Volume 56, No. 33, pages 9497 through 9514 (and included in this Project Manual). Contractor shall be responsible for compliance with these rules.

14. Job Site:

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

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

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

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

15. Scheduling and Liquidated Damages

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

Construction period will be a maximum of forty-five (45) calendar days for all rehabilitation projects and ninety (90) calendar days for all reconstruction projects awarded, except as approved by the Housing Specialist in writing.

Liquidated damages in the amount of \$75.00 per day per uncompleted project shall be charged from the end of the construction period until final completion is reached per project.

16. Workmanship and Warranty:

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

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

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

17. Other Requirements and Interpretations:

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

The rehabilitation and reconstruction work is federally funded. Any known or suspected incident of fraud or program abuse involving the Contractor or the Contractors staff will be reported to the appropriate local, state or federal investigative body or official.

The interpretation and implementation of these General Requirements and the related documents (General Information with Attachments, Construction Contracts and Attachments, and Grantee Policies and Procedures) shall solely be the responsibility of the Housing Specialist.

18. Assignment:

Contractor shall not assign this Contract without the written consent of the Owner; and written authorization by the Project Administrator.

19. Venue

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

I HEREBY ACKNOWLEDGE HAVING READ AND CERTIFY THAT I UNDERSTAND AND FULLY ACCEPT ALL THE TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN AND WHICH SHALL BE INCLUDED IN ANY CONTRACT DOCUMENT EXECUTED PURSUANT TO THIS SOLICITATION.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Company

**Affidavit of Nondiscrimination, Non-segregated Facilities,  
Anti-collusion and Business Relationships**

State of \_\_\_\_\_ SS.

County of \_\_\_\_\_

The undersigned, of lawful age, being first duly sworn upon oath, deposes and stated that I am the duly authorized agent of the bidder submitting the attached bid and am authorized by said bidder to execute the within affidavit.

I further swear that if said bidder is successful on this project, it will not discriminate against anyone in employment practice because of race, color, religion, sex, or national origin. The undersigned further states that said bidder will comply with all federal and state laws and executive orders concerning the subject of nondiscrimination.

The undersigned further states that said bidder does not and will not maintain or provide for its employees any segregated facilities as defined in the instructions for this project at any of its establishments, not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The bidder further agrees that a violation of this certification is a breach of the equal opportunity clause of this bid and any contract awarded pursuant thereto. Said bidder further agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods), it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars (\$10,000) which are not exempt from the provisions of the equal opportunity laws, and that said bidder will retain such certifications in its files.

The undersigned further states that said bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of prospective contracts or engaged in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; and that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Texas (or other entity) any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

The undersigned further states that any partnerships, joint ventures, or other business relationships that are now in effect, or existed within one (1) year prior to this statement, with the architect, engineer or other party to this project; or any such business relationships between any officer or director of the bidder and any officer or director of the architectural or engineering firm or other party to the project are described as follows: \_\_\_\_\_.

NAME OF BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

Affiant

## State and Federal Requirements Affidavit of Prime Bidder

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted that attached Bid(s);
2. He/She is fully informed respecting the preparation and contents of the attached Bid(s) and of all pertinent circumstances respecting such Bid(s);
3. Bidder attest that he/she, the firm, or any current principal of their firm is not listed on any federal, state or local (i.e., GSA/HUD/GAO) list of debarred, suspended and ineligible contractors and grantees;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, is listed on any federal, state or local (i.e., GSA/HUD/GAO) list of debarred, suspended and ineligible contractors and grantees; and
5. Bidder and any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, attests compliance with the U.S. Department of Labor, U.S. Fair Labor Standards Act, U. S. Occupation Safety Health Act (OSHA), U.S. Environmental Protection Agency, Texas Department of Housing and Community Affairs and that your firm meets and will enforce all federal and state equal employment, affirmative action and non-discrimination regulations.

By: \_\_\_\_\_

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

## **Section 3 Plan**

In order to foster local economic development, neighborhood economic improvement and individual self-sufficiency, the following plan will be placed into action:

- Solicitations for bidders will be sent to a representative of the local Public Housing Authority, along with a listing of any pre-approved contractors.
- Any contractors hired to work on the HOME Investment Partnerships Program construction projects will recruit in the local low-income neighborhoods and public housing developments (this may be done via flyers, posting signs, placing ads, and/or contacting resident organizations, local community development organizations, or employment agencies to find potential new hires, as needed. Existing employees will not be terminated in order to hire Section 3 employees.
- Contractors will provide administrator with a list of Section 3 hires at the end of each project.

## Special Equal Opportunity Provisions

- A. Activities and Contracts Not Subject to Executive Order 11246, as Amended (Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under).

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

- The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- Contractors shall incorporate foregoing requirements in all subcontracts.

- B. Section 503 Handicapped (if \$2,500 or Over)

### Affirmative Action for Handicapped Workers

- 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 employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance applicants for employment, and the rights of applicants and employees.
- The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

- 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 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

C. Section 402 Veterans of the Vietnam Era (if \$10,000 or Over)

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

- The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era 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 disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State Employment Service System wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.
- State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State Employment Service, but are not required to provide those reports set forth in paragraphs (d) and (c).
- Listing of employment openings with the Employment Service System pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or Regulations regarding nondiscrimination in employment.
- The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location: (1) the number of individuals hired during the reporting period; (2) the number of non-disabled veterans of the Vietnam era hired; (3) the number of disabled veterans of the Vietnam era hired; and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 day after the end of each reporting period



wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or of the Secretary of Labor, Documentation would include personnel records respecting job openings, recruitment and placement.

- Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the Employment Service System in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State System, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- This clause does not apply to the listing of employment openings that occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
- The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- As used in this clause:
  - “All suitable employment openings” includes, but is not limited to, openings which occur in the following job categories: Production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances, an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
  - “Appropriate office of the State Employment Service System” means the local office of the Federal-State National System of Public Employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
  - “Openings which the Contractor proposes to fill from within his own organization” means employment opening for which no consideration will be given to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established “recall” lists.

- “Opening which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement” means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.
- The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 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.
- The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notice shall state the Contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.
- The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

D. Civil Rights Act of 1964

- Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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

- No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. “Section 3” Compliance in the Provision of Training, Employment and Business Opportunities

- The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban

Development Act of 1968, as amended, 12 U.S.C. 1701u Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## **Special Conditions Pertaining to Hazards Safety Standards and Accident Prevention**

### A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

### B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property, any supervision or direction of use of explosives by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

### C. Danger Signals and Safety Devices

The Contractor shall take all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

