

Notice to Bidders

Notice is hereby given that the Webb County Self-Help Center is currently accepting bids for the Rehabilitation of homes. The work includes; electrical, plumbing, roofing, framing, carpentry, sheet-rocking, tape, float, and painting.

Bids must be submitted in sealed envelopes with triplicate copies to the office of the Webb County Clerk. Sealed envelopes must be marked (Sealed Bid) with bid numbered and service on the front lower left-hand corner of envelope. The project numbers for the two homes are as follows:

BID-2010-39 Self Help Center Rehabilitation Home #1

Mark envelope with respective bid project numbers on lower left hand corner.
Bid must be hand delivered or mailed to the following location:

Webb County Clerk
Webb County Justice Center
1110 Victoria St., Suite 201
Laredo, Texas 78042

Pre-Bid Meeting will be held **Monday December 27, 2010** at the Webb County Self-Help Center at 9:30 am. Contractors may visit proposed job site at this time.

Bids must be delivered no later than **Thursday January 6, 2010 at 2:00 P.M.** at which time all bids received will be opened and read to the public. Bids not received before the time specified will not be considered.

If any additional information is requested please contact, Arnoldo Cervantes Construction Coordinator, Self Help Center, (956) 728-1481. Please visit our Web-site for a copy of bid notice and specifications, under purchasing department www.webbcountytexas.gov.

Bids will be awarded by project numbers. The County of Webb reserves the right to reject any and all bids, or to select the lowest and best bid that will serve in the best interest of Webb County.

Dr. Cecilia May Moreno, Purchasing Agent

Advertise: Thursday, December 23, 2010
Thursday, December 30, 2010

THIS FORM MUST BE INCLUDED WITH BID; PLEASE CHECK OFF EACH ITEM THAT APPLIES AND SIGN

“Sealed Bid”

Bid No. 2010-39, “Self Help Center Rehabilitation Home”

- Notice to Bidders**
- Bid Invitation**
- Submitted within bid notice due date; name and address of the bidder, date of bid opening; bid number and title on outside of sealed envelope**
- Instruction to Bidders**
 - **Bid Bond #7**
 - **Statement of Bidders Qualifications (Information Form)**
- Building Contractor Eligibility verification (TDHC)**
- Contractor Eligibility Requirements**
 - **Proof of Financial Capacity and Credit History**
 - **Proof of Insurance compliance. General Liability Policy \$100,000**
 - **Letters of recommendation from previous construction work**
- Webb County Housing Rehabilitation Program Bid Form**
- Information Form**
- Federal labor Standards Provisions**
- Housing Rehabilitation General Specifications and Requirements**
- Bid Specification package**
- Specs by Location/Trade (Work Write-up)**
- Conflict of Interest forms included**

- Proof of no delinquent taxes owed to Webb County**
- Have read Service Delivery Term and Conditions**
- Workers compensation certificates (copy); Include copy of insurance coverage in package**
- Contractor acknowledge having read section 110.110 – Reporting requirements for building or construction projects for governmental entities worker’s compensation insurance coverage (Construction only)**

**Signature of person
Completing this form**



Webb County Housing Rehabilitation

Bid Specifications Package

Office: 8116 HWY 359

Laredo, Texas 78043

Phone (956) 728-1481

Fax (956) 728-1483

1. Notice to Bidders
2. Bid Invitation
3. Instruction to Bidders
4. Contractor Eligibility
5. Rehabilitation Bid Forms
6. Information Request Forms
7. Federal Labor Standards
8. Rehabilitation Requirements
9. Plans and Specifications
10. Work Write Up/ Cost Estimate Summary



WEBB COUNTY
SELF-HELP CENTER
Bid Invitation

Office: 8116 HWY 359
Laredo, Texas 78043
Phone (956) 728-1481
Fax: (956) 728-1483

Project # _____

Gentlemen:

The bid in compliance with the Notice to Bidders for construction of this project, having examined the plans, and specifications with related documents and having examined the site and all conditions affecting the work, I hereby propose to furnish all labor, materials, equipment and services to construct the projects indicated above in accordance with contract documents for the sum(s) listed above.

The bidder if awarded the contract agrees to commence work within ten (10) consecutive calendar days from date of Notice to Proceed.

It is understood that if accepted by Owner/Webb County reserves the right to reject any or all proposals and waive irregularities and formalities or to accept any proposal considered advantageous.

The undersigned agrees that he will not withdraw this proposal for a period of forty-five (45) days from the date thereof.

Contractor's Name _____

Address _____

Phone _____

Signature

Date

Attention Contractor:

The Owner/Webb County reserves the right to select one contractor for each base bid.

INSTRUCTION TO BIDDERS
FOR CONSTRUCTION

1. Use of Separate Bid Forms

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

2. Interpretations or Addenda

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

3. Inspection of Site

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

4. Alternate bid items

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

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including the bid, the bid bond, and the statement of bidders' qualifications shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.

- d. The locality may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

- a. Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the locality prior to the closing time, and provided further, the locality is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by the locality until the sealed bid is open. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.
- b. Likewise, any bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to the locality until the sealed bid is open.

7. Bid Bond

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

8. Statement of Bidders Qualifications

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

9. Unit Price

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

10. Corrections:

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

11. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the locality that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

12. Opening of Bids

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

13. Withdrawal of Bids

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

14. Award of Contract/Rejection of Bids

- a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The locality reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.
- b. The locality reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction, of the improvements embraced in this contract.

15. Execution of Agreement/Performance and Payment Bonds

- a. Performance and Payment Bonds, Requires all prime contractors which enter into a formal contract in excess of \$25,000 with the State, any

department, board, agency, municipality, county, school district or any division or subdivision thereof, to obtain a Payment Bond in the amount of the contract before commencing with work and a performance bond for public works contracts in excess of \$100,000.

- b. The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

16. Wages and Salaries

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

17. Equal Employment Opportunity

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

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



Building Contractor Eligibility Verification
 Small Repair, Rehabilitation, Reconstruction, and New Construction
 (Must be submitted prior to contract award)

County: _____	Contract Number: _____
Homeowner Name: _____	Activity: _____
Homeowner Address: _____	Bid Opening Date: _____

Building Contractor Information

Contractor Name: _____

Phone: _____

General (prime) Contractor
 Sub-Contractor
 Housing Rehab Contractor
 Other

Address: _____

City: _____

Federal Tax ID Number / Social Security Number: _____

List of Building Contractor Principals

Name: _____	Title: _____

Certification by TDHCA Representative

I hereby certify the above-referenced Building Contractor and all Principals have been reviewed for eligibility clearance and have not been debarred from contracting for federally funded construction projects as demonstrated by the attached printout from the Excluded Parties List System.

 Signature of TDHCA Representative

 Date

WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

Contractor Eligibility Requirements

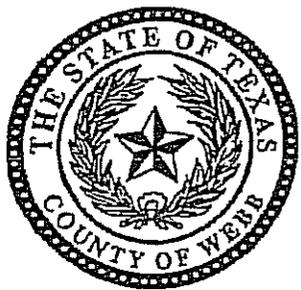
In order to qualify for bidding on any Webb County Housing Assistance projects, contractors must provide the following:

1. Proof of Financial Capacity and Credit History include letter of reference from bank.
2. Proof of Insurance compliance. General Liability Policy of at least one hundred thousand dollars(\$100,000.00)
3. Documentation of work history (include letter of recommendation from previous construction jobs. (3 minimum)

Please provide all information requested Prior to bid opening date. For additional information please contact Arnoldo Cervantes Webb County Self-Help Center Construction Coordinator @ 728-1481

Important Notice

Contractors must fill out all forms in bid packet. It is important that contractors fill out the Bid Price Form in itemized form, since all payment will be paid upon completion of each item according to Bid Price Form.



**Webb County Housing
Rehabilitation Program Bid Form**

Office: 8116 HWY 359

Laredo, Texas 78043

Phone (956) 728-1481

Fax: (956) 728-1483

Project # _____

Name: Mauro Landa

Address: 289 Welch
LAREDO, TEXAS 78043

Phone# _____

Total Bid Amount _____

Time of Completion: _____

Alternatives:

1. Materials: _____

2. Labor: _____

3. Materials: _____

4. Labor: _____

Contractors Name _____

Address _____

Phone # _____

Signature _____ *Date* _____

INFORMATION FORM

All questions must be answered and the data given must be clear and comprehensive. **THIS STATEMENT MUST BE NOTARIZED!** If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

Name and Address of Bidder:

Date Organized: _____ Date Incorporated: _____

Number of years in contracting business under present name: _____

Contracts on hand:

Contracts	Dollar Amount	Start and Completion Date
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Type of work performed by your company: _____

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

Have you ever defaulted on a contract? _____

List the projects most recently completed by your firm. (Include project of similar importance)

Project	Dollar Amount	Start and Completion Date
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Major equipment available for this contract:

INFORMATION FORM

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

Credit available: \$ _____ Bank Reference: _____

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

Executed this _____ day of _____, 2005

By: _____
(Signature) (Title)

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (f) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(f) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(f) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

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

HOUSING REHABILITATION GENERAL SPECIFICATIONS AND REQUIREMENTS

1. All products and materials shall be new in unopened containers or packaging.
2. Legal disposal of all removed materials is required.
3. Installation of all products and materials shall be according to the manufacturer's instructions.
4. Install" means to purchase, set up, test and warrant a new component.
5. Replace" means to remove and dispose of original material, purchase new material, deliver, install, test warrant.
6. Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts.
7. Reinstall means to remove, clean, store and install a component.
8. Items identified as required for locally adopted housing standards (Colonia Housing Standard, Housing Quality).
9. If an item is not required by the County's adopted housing standards it may be considered as a bid alternate.
10. A detailed list of work items identified by location (ie. North, South, East, or West side room shall be included
11. Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage done to other work, resulting there from, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacture's and suppliers written warranties covering items furnished under this contract prior to release of the final payment.
12. New materials shall be matched with existing materials so that patch work is consistent with existing surfaces.
13. All Change orders must be sent to the County's Housing Coordinator for processing and TDHCA approval prior to the changed work is performed.
14. Any additional cost due to product or material upgrades is solely the Contractor's expense unless authorized by the County's Housing Coordinator in writing.
15. The Contractor shall not enter into separate side agreements with the homeowner(or anyone else) to do additional work outside the work write up, or in exchange for work on the work write up.
16. Payment request shall be based on satisfactory completion of individual or groups of spec items, verified by the County Housing Coordinator.
17. The Contractor is responsible for and shall verify all field dimensions, sizes, quantities, square footages, lineal footages, etc. before ordering materials, products, and supplies. Quantities, square footages, linear footages, etc. listed on the work write ups are for the convenience of the contractor. TDHCA and Webb County neither make nor imply any guarantee for the accuracy of these numbers.

HOUSING REHABILITATION GENERAL SPECIFICATIONS AND REQUIREMENTS

18. All electrical work must meet National Electrical Codes, and be installed by a State Licensed Electrician.
19. All plumbing work must meet International Plumbing Codes, Southern Plumbing Codes, and be installed by a State Licensed Master Plumber
20. All HVAC system must be installed according to Mechanical International Codes and installed by a State Licensed HVAC Technician.

Mauro Landa
 289 Welch
 COLONIA San Carlos II

FLOOR PLAN 1/8"
 1389 SF

Roof
 2372 SF

PROJECT NUMBER: 013

ISSUED: 11/8/10

DRAWN BY: A.C.

CHECKED BY:

FILE NAME EDI

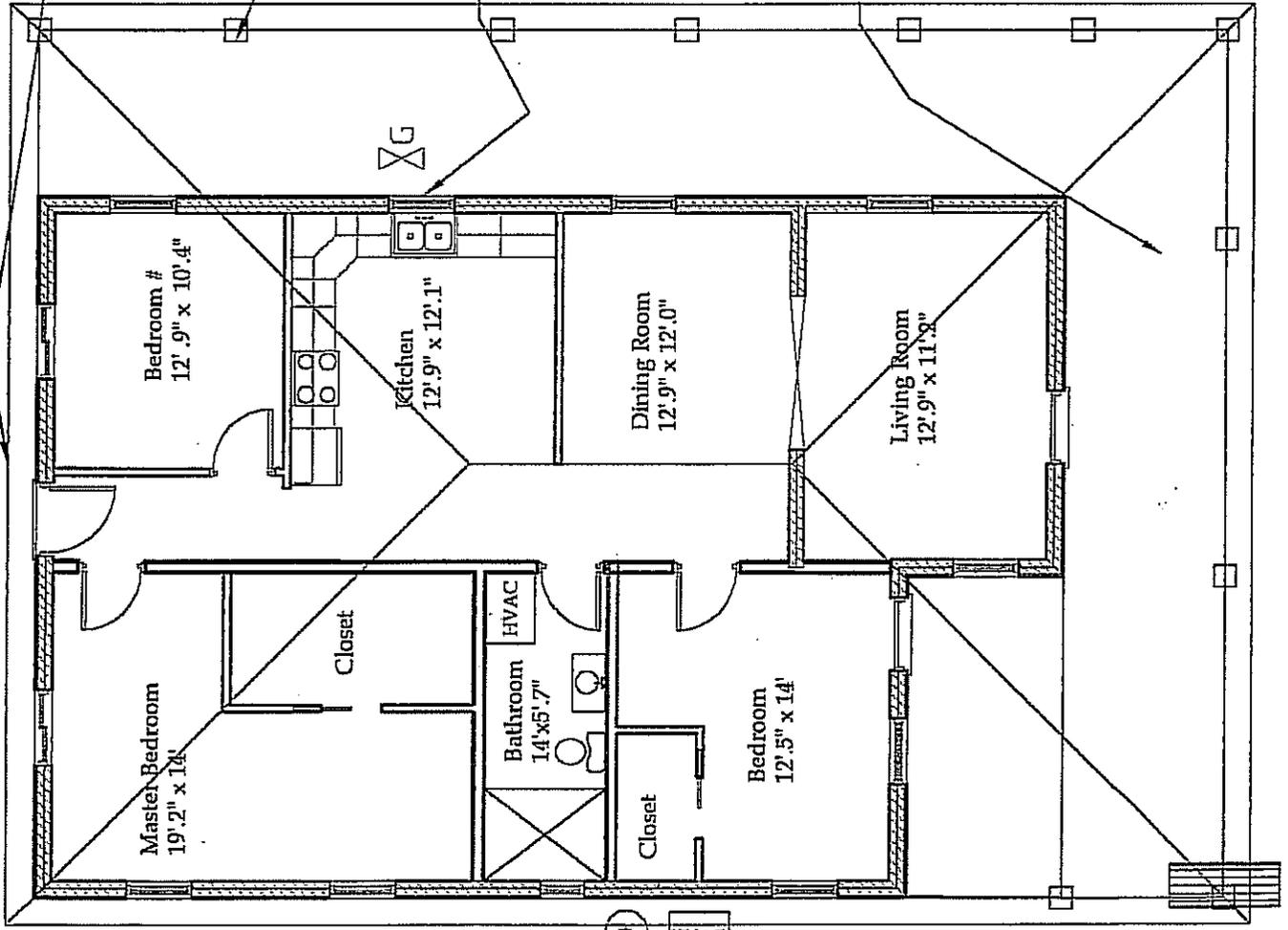
FP

Remove existing siding from second story building and install flashing between building and roof.

Repair damaged columns (3)

Remove existing window install kitchen window. 3x3

Removed damaged soffit from porch install new and paint to match existing.



Build Water heater shed and install new water heater.

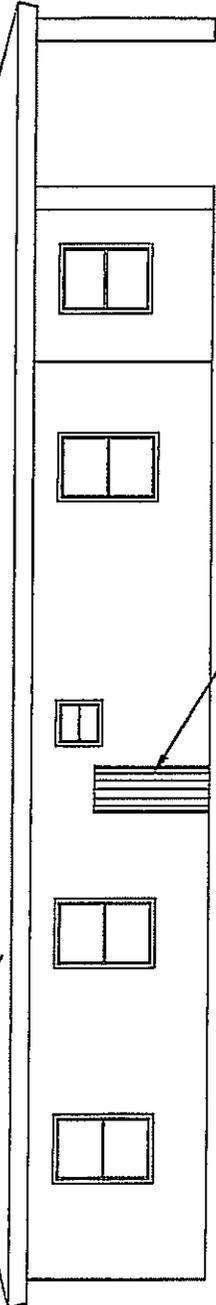
Mauro Landa
289 Welch
COLONIA San Carlos II

ELEVATION PLAN 1/8"

PROJECT NUMBER: 013
ISSUED: 11/8/10
DRAWN BY: A.C.
CHECKED BY:
FILE NAME SHC REHAB

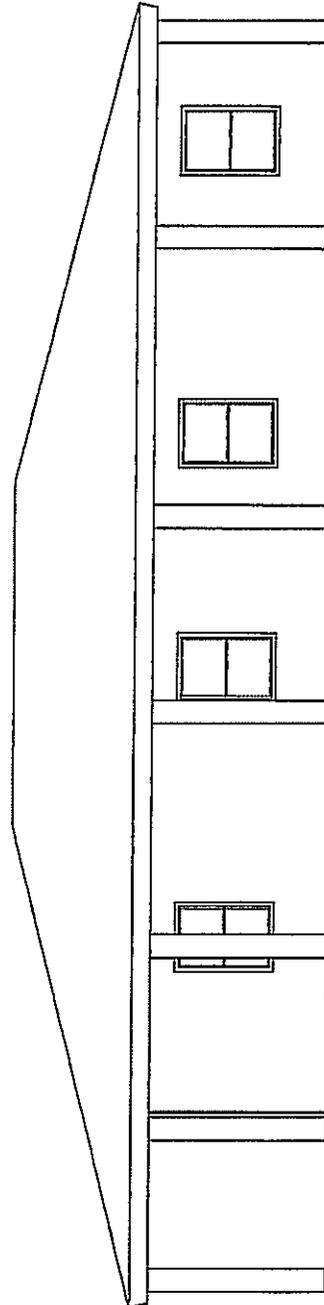
EP

Remove fascia
and install
new thru
perimeter of
home.



East Elevation
39'

Remove existing water heater
install new and build water heater
shed. (Electric, 30 gal, with PRV
and PRV drain.



West Elevation
47'

Mauro Landa
289 Welch
COLONIA San Carlos II

ELEVATION PLAN 1/8"

PROJECT NUMBER: 013

ISSUED: 11/8/10

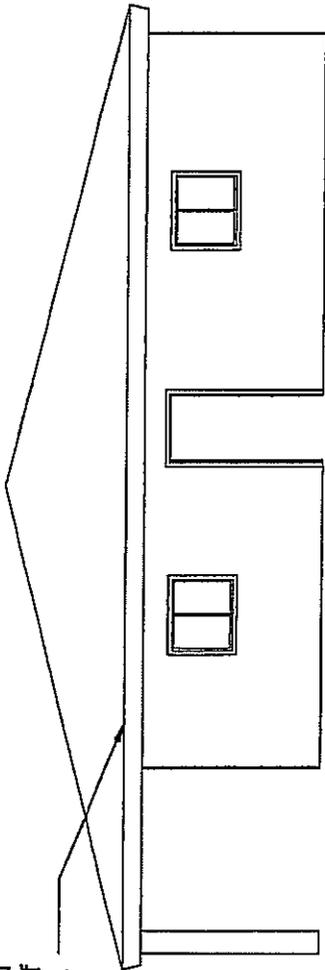
DRAWN BY: A.C.

CHECKED BY:

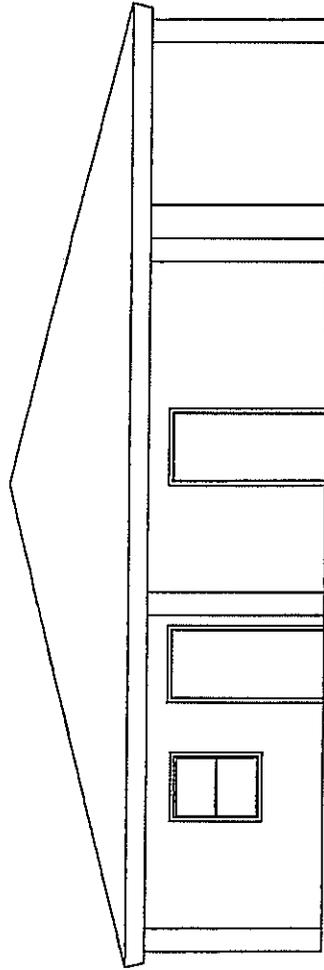
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EP

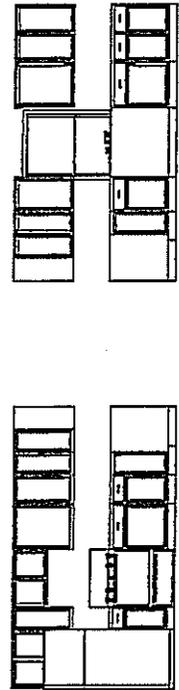
Remove fascia
and install
new thru
perimeter of
home.



South Elevation
31'



North Elevation
31'



Cabinet Elevation

SPECS BY LOCATION/TRADE

12/20/2010

Work Write-up/Re-Bid: _____
 Walk-Through Date: 12/27/2010
 Bid Date: 01/06/2011
 Initial: _____

Case Number: _____
 Construction Specialist: Cervantes Arnoldo
 Phone: 956-728-1481

Address: 289 N Welch Road **Unit:** Mauro Landa Rehabilitation

Location: 2 - Exterior East Wall (offset) Approx. Wall SF: 131 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
3871	**EXT HARDWARE & ACCESSORIES** Remove existing hardware and install new combo hardware.	1.00	EA	_____	_____
Trade: 16 Conservation					
4810	WEATHERSTRIP DOOR Weatherstrip wood door with spring bronze and a vinyl door sweep.	1.00	EA	_____	_____
Trade: 100 General Requirements (CSI)					
C01540	SECURITY An allowance to complete the scope of work, including all labor, materials, overhead, taxes and subcontractor's general requirements. Remove existing security bars from bedroom.	1.00	AL	_____	_____

Bidder: _____

Location Total: _____

Location: 3 - Exterior Wall East Approx. Wall SF: 638 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 22 Plumbing					
7080	WATER HEATER-30 GAL. ELECTRIC Dispose of water heater in legal dump. Install a 30 gallon, low profile, high recovery, glass lined, insulated to R-7, double element, electric water heater with a 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, shut-off valve and electric supply. Build Water Heater Shed	1.00	EA	_____	_____
7135	HOSE BIBB Install a bronze, freeze free hose bibb on outside of structure with inside shut-off valve and backflow preventer. Seal exterior penetration with silicone caulk.	1.00	EA	_____	_____
Trade: 23 Electric					
7406	**ELECTRIC SERVICE** Inspect existing panel, remove existing breakers and install new	1.00	EA	_____	_____

Address: 289 N Welch Road

Unit: Mauro Landa Rehabilitation

Location: 3- Exterior Wall East

Approx. Wall SF: 638

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 23 Electric

Arc Fault Circuit Interrupter Breakers.

Trade: 1300 Special Construction (CSI)

Custom security bars

1.00 EA

Remove existing burglar bars from bedroom window.

Bidder: _____

Location Total: _____

Location: 5- Exterior West Wall

Approx. Wall SF: 752

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 6 Concrete & Paving

Custom Demolition and Repair of Sidewalk

45.00 LF

Demolish existing sidewalk by removing saltillo tile. Apply concrete resurface, and level out. (Field measure approx. 45 lf)

Trade: 1300 Special Construction (CSI)

Custom Security Bars

1.00 EA

Remove existing security bars from window

Bidder: _____

Location Total: _____

Location: 6- Exterior Roof

Approx. Wall SF: 0

Ceiling/Floor SF: 2,200

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 15 Roofing

4580 TEAR OFF AND REROOF SHINGLES

23.00 SQ

Remove and dispose of all roofing & defective sheathing. Cut a 1" wide vent at ridge board. Replace up to 5 sf of sheathing per 100 sf of roof using pine board or CDX plywood of matching thickness. Staple 15 lb felt. Install preformed aluminum, drip edge, and vent pipe boots. Install a 220 lb fiberglass asphalt, 3 tab shingle with a 25 yr warranty. Replace all flashing. Install shingle-over ridge vent.

4755 FASCIA 1"X 6"

194.00 LF

Install a 1"x 6", #2 pine fascia with bevel cut joints using galvanized finish nails. Caulk over joints, and prime.

4760 SOFFIT

50.00 LF

Install 3/8" BCX plywood soffit.
Remove damaged soffit and install new.

Trade: 19 Paint & Wallpaper

5676 PREP & PAINT EXTERIOR TRIM-LF

156.00 LF

Address: 289 N Welch Road

Unit: Mauro Landa Rehabilitation

Location: 6- Exterior Roof

Approx Wall SF: 0

Ceiling/Floor SF: 2,200

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 19	Paint & Wallpaper				

Cover ground with drop cloth. Scrape loose, cracked, peeling, blistered paint from exterior trim. Dispose of chips properly. Feather edges & dull gloss with sandpaper. Rinse trim with hose and let dry. Caulk all cracks. Spot prime and top coat with owner's choice of acrylic latex semi-gloss.

Bidder: _____

Location Total: _____

Location: 7- Living Room

Approx Wall SF: 386

Ceiling/Floor SF: 144

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 19	Paint & Wallpaper				

5575 **PREP & PAINT OCCUPIED ROOM**

1.00 RM

Remove/cover all hardware, fixtures, furniture & personal items, not to be painted. Scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sand paper. Fill all holes/ cracks. Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of finish and premixed acrylic latex. Include any closets. Replace furniture. Vacuum room.

Trade: 23 **Electric**

7810 **SMOKE DETECTOR--HARD WIRED**

1.00 EA

Install a UL approved, ceiling mounted smoke and heat detector permanently wired into a receptacle box.

Bidder: _____

Location Total: _____

Location: 8- Dining Room

Approx Wall SF: 398

Ceiling/Floor SF: 155

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 19	Paint & Wallpaper				

5575 **PREP & PAINT OCCUPIED ROOM**

1.00 RM

Remove/cover all hardware, fixtures, furniture & personal items, not to be painted. Scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sand paper. Fill all holes/ cracks. Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of finish and premixed acrylic latex. Include any closets. Replace furniture. Vacuum room.

Trade: 23 **Electric**

7810 **SMOKE DETECTOR--HARD WIRED**

1.00 EA

Install a UL approved, ceiling mounted smoke and heat detector permanently wired into a receptacle box.

Bidder: _____

Location Total: _____

Location: 9 - Kitchen

Approx Wall SF: 400

Ceiling/Floor SF: 156

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2771	**WINDOW REPAIRS** Remove existing kitchen window and build new open for 3'x3' new window.	1.00	EA	_____	_____
3715	CABINET--WOOD BASE Replace base cabinets. Install base cabinet with doors of solid birch or ash stiles and veneered plywood panels. Frame with solid birch or ash stiles, 1/4" veneered plywood sides and metal or plastic corner bracing. Drawers shall be made of wood or composition material. Owner's choice of two in-stock designs.	24.00	LF	_____	_____
3725	CABINET--WOOD WALL Replace wall cabinets. Field measure and screw to studs, level and plumb, kitchen wall cabinet. Door to have solid wood stiles and plywood panels. Frame to have solid wood stiles, 1/4" plywood sides, metal or plastic corner bracing.	20.00	LF	_____	_____
3750	COUNTER TOP--PLASTIC LAMINATE Dispose of counter top. Field measure and screw to base cabinet a post formed, plastic laminate counter top. Provide cutout for sink. Owner's choice of in-stock color and texture.	20.00	LF	_____	_____
Trade: 19 Paint & Wallpaper					
5555	PREP/PAINT KITCHEN--SEMI GLOSS Remove/cover all hardware, fixtures not to be painted. Wet scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces w/sandpaper. Clean all surfaces with TSP. Fill all holes/cracks. Spot prime with acrylic latex. Apply top coat of owner's choice of premixed acrylic latex semi-gloss. Include any closets.	1.00	RM	_____	_____
Trade: 22 Plumbing					
6810	FAUCET--KITCHEN SNGL LEVER--GCI Install a single lever, washerless, metal bodied faucet with 15 year drip-free guarantee and maximum flow of 2 gallons per minute.	1.00	EA	_____	_____
6835	SINK--DOUBLE BOWL COMPLETE--GCI Install a 22 gauge 33" x 22" x 7" double bowl, stainless steel, self rimming kitchen sink including a steel, metal body faucet, rated at 2.0 GPM or less, with a 15 year drip-free warranty, grease trap, supply lines, full port ball type shut-off valves & escutcheon plates on all supply & drain lines. NOTE: All copper is to be soldered (no compression fittings) & all PVC fittings glued.	1.00	EA	_____	_____
Trade: 23 Electric					
7595	RECEPTACLE--GFCI COUNTERTOP 15 AMP Install a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate using #14 copper	2.00	EA	_____	_____

Location: 9 - Kitchen

Approx. Wall SF: 400

Ceiling/Floor SF: 156

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23 Electric					
	romex, controlled by a 15 amp circuit breaker. Fish wire and repair all tear out.				
7810	SMOKE DETECTOR--HARD WIRED Install a UL approved, ceiling mounted smoke and heat detector permanently wired into a receptacle box.	1.00	EA		
7835	RANGE HOOD EXTERIOR VENTED Install an exterior ducted enameled range hood with integral controls and light capable of 100 cfm at 70 sooms. Attach hood to cabinet with screws. Include metal vent and roof or wall cap/damper assembly, using #14 copper Romex. Owner's choice of color.	1.00	EA		

Trade: 25 Appliances

8440	ELECTRIC STOVE--30" Dispose of old stove. Install a white, 30" wide electric stove including oven and electrical connections.	1.00	EA		
8475	REFRIGERATOR--18 CF FROST FREE Dispose of old refrigerator. Install a 2 door, top freezer, white, frost free refrigerator with at least 17.5 cubic feet.	1.00	EA		

Bidder: _____

Location Total: _____

Location: 10 - Bedroom 1

Approx. Wall SF: 373

Ceiling/Floor SF: 134

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
3251	**DOOR REPAIRS--INTERIOR** Remove existing door and install new interior pre hung door with frame casing and privacy hardware. Primer and paint	1.00	EA		
Trade: 19 Paint & Wallpaper					
5575	PREP & PAINT OCCUPIED ROOM Remove/cover all hardware, fixtures, furniture & personal items, not to be painted. Scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sand paper. Fill all holes/ cracks. Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of finish and premixed acrylic latex. Include any closets. Replace furniture. Vacuum room.	1.00	RM		
Trade: 23 Electric					
7810	SMOKE DETECTOR--HARD WIRED Install a UL approved, ceiling mounted smoke and heat detector permanently wired into a receptacle box.	1.00	EA		

Bidder: _____

Location Total: _____

Location: 11 - Master Bedroom

Approx Wall SF: 395

Ceiling/Floor SF: 150

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
3251	**DOOR REPAIRS--INTERIOR** Remove existing door and install new pre hung door, frame, casing and privacy hardware. Primer and paint.	1.00	EA	_____	_____
Trade: 19 Paint & Wallpaper					
5575	PREP & PAINT OCCUPIED ROOM Remove/cover all hardware, fixtures, furniture & personal items, not to be painted. Scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sand paper. Fill all holes/ cracks. Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of finish and premixed acrylic latex. Include any closets. Replace furniture. Vacuum room.	1.00	RM	_____	_____
Trade: 23 Electric					
7810	SMOKE DETECTOR--HARD WIRED Install a UL approved, ceiling mounted smoke and heat detector permanently wired into a receptacle box.	1.00	EA	_____	_____

Bidder: _____

Location Total: _____

Location: 12 - Bathroom

Approx Wall SF: 315

Ceiling/Floor SF: 80

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
3251	**DOOR REPAIRS--INTERIOR** Remove existing door, build new open and install pre hung door with frame, casing, and privacy hardware. Prime and paint.	1.00	EA	_____	_____
Trade: 19 Paint & Wallpaper					
5560	PREP & PAINT BATHROOM Remove/cover all hardware and fixtures not to be painted. Wet scrape all loose cracked, peeling blistered surfaces. Clean surfaces with TSP. Fill all holes and cracks. Spot prime with acrylic latex. Apply top coat of owner's choice of premixed acrylic latex semi-gloss.	1.00	RM	_____	_____
Trade: 22 Plumbing					
6965	SHOWERSTALL--FIBERGLASS Install a 36"x36" one piece, fiberglass showerstall including PVC waste, molded base, metal two handle shower diverter, shower rod and Delta 6122 shower head.	1.00	EA	_____	_____
7290	SHOWER--HANDICAPPED Install a 3'x3' showerstall recommended for handicapped use.	1.00	EA	_____	_____

Address: 289 N Welch Road

Unit: Mauro Landa Rehabilitation

Location: 12 - Bathroom

Approx Wall SF: 315

Ceiling/Floor SF: 80

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 22	Plumbing				

Floor shall be non-slip with a maximum 1/2" lip at entrance. Include hinged seat 19" off floor and a 1-1/2" outside diameter chrome grab bar on opposite wall. A single lever control valve shall feed a fixed shower head and a hand held shower with 5' of stainless steel wrapped hose, through a single lever diversion valve.

Trade: 23 Electric

7590 RECEPTACLE--GFCI BATH

1.00 EA

Install a flush mounted, ground fault circuit interrupted ivory duplex receptacle adjacent to lavatory using copper romex. Fish wire and repair all tear out.

Trade: 1500 Mechanical (CSI)

Custom HVAC Relocation

1.00 EA

Remove existing HVAC air handler, install existing air handler in North East bedroom. Build HVAC mechanical room for HVAC with ventilation and service door. Provide accessories and start up.

Bidder: _____

Location Total: _____

Location: 13 - Bedroom #2

Approx Wall SF: 424

Ceiling/Floor SF: 175

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				

3251 **DOOR REPAIRS--INTERIOR**

1.00 EA

Remove existing door, install new pre hung door, frame, casing, and privacy hardware. Primer and paint.

Trade: 19 Paint & Wallpaper

5575 PREP & PAINT OCCUPIED ROOM

1.00 RM

Remove/cover all hardware, fixtures, furniture & personal items, not to be painted. Scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sand paper. Fill all holes/ cracks. Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of finish and premixed acrylic latex. Include any closets. Replace furniture. Vacuum room.

Trade: 23 Electric

7810 SMOKE DETECTOR--HARD WIRED

1.00 EA

Install a UL approved, ceiling mounted smoke and heat detector permanently wired into a receptacle box.

Bidder: _____

Location Total: _____

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				
10	<p>OWNER ACCEPTS SCOPE OF WORK</p> <p>The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU.</p> <p>x _____ x _____ Applicant Date Applicant Date</p>	1.00	DU	_____	_____
120	<p>FINAL CLEAN</p> <p>Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.</p>	1.00	RM	_____	_____
14	<p>CONTRACTOR ACCEPTS SCOPE OF WORK</p> <p>The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.</p> <p>x _____ Contractor Date</p>	1.00	DU	_____	_____
31	<p>CONSTRUCTION DEFINITIONS</p> <p>"Install" means to purchase, set up, test and warrant a new component. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component.</p>	1.00	GR	_____	_____
35	<p>VERIFY QUANTITIES/MEASUREMENTS</p> <p>All measurements (i.e SF of Drywall, or those provided w/ drawings) are for the contractor's convenience prior to a mandatory site inspection to verify all dimensions. All quantities (i.e.number of window units) are as stated. No claim for additional funds due to discrepancies in measurements or quantities shall be honored if not submitted at the time of the initial proposal.</p>	1.00	GR	_____	_____
45	<p>CONTRACTOR PRE-BID SITE VISIT</p> <p>The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.</p>	1.00	DU	_____	_____
55	<p>WORK TIMES</p> <p>Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.</p>	1.00	GR	_____	_____
77	<p>NEW MATERIALS REQUIRED</p> <p>All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated</p>	1.00	GR	_____	_____

Address: 289 N Welch Road

Unit: Mauro Landa Rehabilitation

Location: 14 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				
	otherwise or pre-approved by Owner and Construction Specialist.				
90	1 YEAR GENERAL WARRANTY Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.	1.00	DU		

Bidder: _____

Location Total: _____

Unit Total for 289 N Welch Road, Unit Mauro Landa Rehabilitation: _____

Address Grand Total for 289 N Welch Road: _____

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity; or an employee of a local governmental entity with respect to whom the local governmental entity has, in accordance with Section 176.005, extended the requirements of Sections 176.003 and 176.004. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. **Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
2. **Office Held.** Enter the name of the office held by the local government officer filing this statement.
3. **Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
4. **Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.
5. **List gifts accepted, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250.** List gifts accepted during the 12-month period (described by Section 176.003(a), Local Government Code) by the local government officer or family member of the officer, excluding gifts described by Section 176.003(a-1), from the person named in item 3 that in the aggregate exceed \$250 in value.
6. **Affidavit.** Signature of local government officer.

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT**

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>	<p>OFFICE USE ONLY</p> <p>Date Received _____</p>
<p>1 Name of Local Government Officer</p> 	
<p>2 Office Held</p> 	
<p>3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code</p> 	
<p>4 Description of the nature and extent of employment or other business relationship with person named in item 3</p> 	
<p>5 List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250 during the 12-month period described by Section 176.003(a)(2)(B)</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
<p>6 AFFIDAVIT</p> <p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

This is to certify that _____ owes no delinquent property taxes to Webb County.

_____ owes no property taxes as a business in Webb County.
(Business Name)

_____ owes no property taxes as a resident of Webb County.
(Business Owner)

Person who can attest to the above information

*** SIGNED DOCUMENT AND PROOF OF NO DELINQUENT OR OWED TAXES TO WEBB COUNTY.**

COUNTY OF WEBB

Terms and Conditions of Invitations for Bids

1. GENERAL CONDITIONS:

Bidders are required to submit their proposals upon the following expressed conditions:

- (A) Bidders shall thoroughly examine the drawings, specification schedule, instructions and all other contract documents.
- (B) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill in every detail the requirements of the contract documents of the County or the compensation of the vendor.
- (C) Bidders are advised that all County contracts be subject to all legal requirements provided for in county, state and federal statutes and regulations.

2. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

- (A) All information required by the bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (B) Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- (C) Alternate bids will not be considered unless authorized by the Invitation for Bids.
- (D) Proposed delivery time must be shown and shall include Sundays and holidays.
- (E) Bidders will not include Federal taxes or State of Texas limited sales excise and use taxes in bid prices since the County of Webb is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

3. DESCRIPTION OF SUPPLIES:

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.

4. SUBMISSION OF BIDS:

- (A) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the Webb County Clerk. The name and address of the bidder, the date of the bid opening and the material or service bid on shall be placed on the outside of the envelope.
- (B) Bids must be submitted in the forms furnished. Telegraphic bids will not be considered. Bids, however, may be modified by telegraphic notice provided such notice is received before the time and date set for the bid opening.
- (C) Samples, when required, must be submitted within the time specified, at no expense to the County of Webb. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

5. REJECTION OF BIDS:

- (A) The Purchasing Agent may reject a bid if it is not satisfactory to Commissioners' Court because:
 - (1) The bidder misstates or conceals any material fact in the bid or if,
 - (2) The bid does not strictly conform to the law or the requirements of the bid, or if,
 - (3) The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "All or None" basis or a "low item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (B) No bid submitted herein shall be considered if the bidder owes any delinquent taxes to the County of Webb at the time bids are opened. In the event that the successful bidder herein subsequently becomes delinquent in the payment of his or its County taxes, such fact shall constitute grounds for cancellation of the contract.

- (C) No bid submitted herein shall be considered unless the bidder warrants that upon execution of a contract with the County of Webb, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, creed, or national origin and will submit such report as the County may thereafter require to assure compliance.
- (D) The County may, however, reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the bid has been qualified as provided in 5 (a) 3 above. The County may also waive any minor informalities or irregularities in any bid.

6. WITHDRAWAL OF BIDS:

Bids may not be withdrawn after the time set for the bid opening, unless approved by Commissioners' Court.

7. LATE BIDS OR MODIFICATIONS:

Bids and modifications received after the time set for the bid submission will not be considered.

8. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, he may submit to the Purchasing Agent on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving a set of bids. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Agent on or before five days prior to the scheduled opening.

9. DISCOUNTS:

- (A) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.

- (B) Concerning any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. AWARD OF CONTRACT:

- (A) The contract will be awarded to the lowest responsible bidder whose bid, conforming to the Invitation for Bids, is most advantageous to the County price and other factors considered.
- (B) The County reserves the right to accept any item or group of items of this bid, unless the bidder qualified his bid by specific limitations. Re Par. 5 (a) 3 above.
- (C) A written award of acceptance mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (D) Prices must be quoted F.O.B. Webb County with all transportation charges prepaid, unless otherwise specified in the Invitation for Bids.
- (E) Delivery time and prompt payment discounts, including time allowed for payment, will be considered in breaking of tie bids.

11. PERFORMANCE DEPOSIT:

- (A) The successful bidder(s) must furnish the County of Webb a performance deposit in the amount set forth in the Invitation for Bids. This deposit is not to be submitted with bids, but must be presented to the Purchasing Department upon notification.
- (B) The County of Webb will not enter a contract or issue a purchase order until the successful bidder has complied with the performance deposit provisions.
- (C) The performance deposit shall be in the form of a bond, certified check upon a State or National Bank or Trust Company signed by a duly authorized officer, thereof, or a certificate of deposit from such bank or trust company. All such bonds, checks and certificate of deposit shall be drawn payable to the order to the Webb County Treasurer and submitted to the Purchasing Agent's Office.

- (D) The performance deposit of the successful bidder(s) shall be returned by the County upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (E) Failure of vendor to perform any of the services by this contract, within ten days of receipt of written demand for performance from County, or failure of vendor to correct or replace defective goods or products, within ten days from receipt of written demand will therefore, shall constitute a total breach of this contract, and shall be cause for termination. In the event of such termination the performance deposit shall be retained by the County of Webb as liquidated damages, based upon mutual agreement and understanding between vendor and County at the time this bid is solicited, submitted and accepted, that the County of Webb is a governmental agency engaged in public projects, and that the measurement of damages which might result from a breach of the terms and specifications herein is difficult or impossible to determine. Provided, however, that if in the opinion of the Purchasing Agent and the Commissioners' Court the failure of vendor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the vendor has no control, said performance deposit may in whole or in part, as may be determined by the Purchasing Agent and the Commissioners' Court, be returned to the vendor. It is understood that such determination shall be entirely discretionary with the Purchasing Agent and the Commissioners' Court.

12. WORKERS' COMPENSATION INSURANCE COVERAGE:

The Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994. The TWCC has stated that it is aware that a statutory requirement for workers' compensation insurance coverage is not being met. Therefore, Rule 110.110 requires that all bidders be covered under workers' compensation insurance to achieve compliance from both contractor(s) and governmental entities. **Attachment A** is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

NOTICE TO ALL BIDDERS

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and these changes affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements provided for workers' compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities... This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the county should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation laws.

Dr. Cecilia May Moreno
Webb County Purchasing Agent

§110.110. Reporting Requirements for Building or Construction Projects for Governmental Entities.

- (a) The following words and terms, when used in this rule, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.
- (1) Certificate of coverage (certificate) —A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
 - (2) Building or construction—Has the meaning defined in the Texas Labor Code, §406.09(e)(1).
 - (3) Contractor —A person bidding for or awarded a building or construction project by a governmental entity.
 - (4) Coverage—Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
 - (5) Coverage agreement—A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapter F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
 - (6) Duration of the project—Includes, the time from the beginning of work on the project until the work on the project has been completed and accepted by the governmental entity.
 - (7) Persons providing services on the project (“subcontractor” in §406.096 of the Act)—With the exception of persons excluded under subsection (h) and (i) of this section, includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor

and regardless of whether that person has employees. This includes but is not limited to independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. "Services" includes but not limited to providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- (8) Project—Includes the provision of all services related to a building or construction contract for a governmental entity.

- (b) Providing or causing to be provided a certificate of coverage pursuant to this rule is a representation by the insured that all employees of the insured who are providing services on the project are covered by workers' compensation coverage, that the coverage is based on proper reporting of classification codes and payroll amounts, and that all coverage agreements have been filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading certificates of coverage, or failing to provide or maintain required coverage, or failing to report any change that materially affects the provision of coverage may subject the contractor or other person providing services on the project to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- (c) A governmental entity that enters into a building or construction contract on a project shall:
 - (1) include in the bid specifications, all the provisions of paragraph (7) of this subsection, using the language required by paragraph (7) of this subsection;
 - (2) as part of the contract, using the language required by paragraph (7) of this subsection, require the contractor to perform as required in subsection (d) of this section;
 - (3) obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project;
 - (4) obtain from the contractor a new certificate of coverage showing extension of coverage:

- (A) before the end of the current coverage period, if the contractor's current certificate of coverage shows that the coverage period ends during the duration of the project; and
 - (B) no later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project; and
- (5) retain certificates of coverage on file for the duration of the project and for three years thereafter,
 - (6) provide a copy of the certificates of coverage to the commission upon request and to any person entitled to them by law; and
 - (7) use the language contained in the following Figure 1 for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Article _____ *Workers' Compensation Insurance coverage.*

A. *Definitions:*

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing,

hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.*
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract*
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known of any change that materially affects the provision of coverage of any person providing services on the project.*

- H. *The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. *the contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
- (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
 - (2) *provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
 - (3) *provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (4) *obtain from each other person with whom it contracts, and provide the contractor;*
 - (A) *a certificate of coverage, prior to the other person beginning work on the project; and*
 - (B) *a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
 - (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*

(7) *contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.*

J. *By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

K. *The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.*

(d) A contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:

- (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
 - (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes.

“REQUIRED WORKERS’ COMPENSATION COVERAGE”

“The law requires that each person working on this site or providing services related to this construction project must be covered by workers’ compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.”

“Call the Texas Workers’ Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer’s failure to provide coverage.”

- (8) contractually require each person with whom it contracts to provide services on a project to:
- (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in subsection (e)(3) of this section;
 - (D) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (E) obtain from each other person with whom it contracts, and provide to the contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (G) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (H) contractually require each other person with whom it contracts, to perform as required by subparagraph (A)-(H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

- (e) A person providing services on a project, other than a contractor, shall:
- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
 - (2) provide a certificate of coverage as required by its contract to provide services on the project, prior to beginning work on the project;
 - (3) have the following language in its contract to provide services on the project: “By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers’ compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission’s Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other actions.”
 - (4) provide the person for whom it is providing services on the project, prior to the end of the coverage period shown on its current certificate of coverage, a new certificate showing extensions of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project:
 - (5) obtain from each person providing services on a project under contract to it, and provide as required by its contract:
 - (A) a certificate of coverage, prior to the other person beginning work on the project; and
 - (B) prior to the end of the coverage period, a new certificate of coverage showing extensions of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (6) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (7) notify the governmental entity in writing by certified mail or personal delivery, of any change that materially affects the provision of coverage of any person providing services on the project and send the notice within ten days after the person knew or should have known of the change; and
- (8) contractually require each other person with whom it contracts to:
 - (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to it prior to that other person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in paragraph (3) of this subsection;
 - (D) provide, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (E) obtain from each other person under contract to it to provide services on the project, and provide as required by its contract;
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the contract;

- (F) retain all required certificates on file for the duration of the project and for one year thereafter;
 - (G) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (H) contractually require each person with whom it contracts, to perform as required by this subparagraph and subparagraphs (A)-(G) of this paragraph, with the certificates of coverage to be provided to the person for whom they are providing services.
- (f) If any provision of this rule or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this rule that can be given effect without the invalid provision or application, and to this end the provision of this rule declared to be severable.
 - (g) This rule is applicable for building or construction contracts advertised for bid by a governmental entity on or after September 1, 1994. This rule is also applicable for those building or construction contracts entered into on or after September 1, 1994, which are not required by law to be advertised for bid.
 - (h) The coverage requirement in this rule does not apply to motor carriers who are required pursuant to Texas Civil Statutes, Article 667c, to register with the Texas Department of Transportation and who provide accidental insurance coverage pursuant to Texas Civil Statutes 667c, §4(j).
 - (i) The coverage requirement in this rule does not apply to sole proprietors, partners, and corporate officers who meet the requirements of the Act, §406.097(c), and who are explicitly excluded from coverage in accordance with the Act, §406.097(a) (as added by House Bill 1089, 74th Legislature, 1995, §1.20). This subsection applies only to sole proprietors, partners, and corporate executive officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

The provisions of this §110.110 adopted to be effective September 1, 1994, 19 TexReg 5715; amended to be effective November 6, 1995, 20 TexReg 8609.