

## Notice to Bidders

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

Bid 2013-19 Webb County Self-Help Center

1. SHC-Rehab-01

Bids must be submitted in (1) one original (3) three copies in sealed envelopes 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.

Bid must be hand delivered on mailed to the following location:

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

A Mandatory Pre-Bid meeting will be held on **Monday August 19, 2013** at the Webb County Self-Help Center **at 9:30 am**. Contractors may visit proposed job site at this time.

A Mandatory Pre-Bid meeting will be held on **Monday August 26, 2013** at the Webb County Self-Help Center **at 9:30 am**. Contractors may visit proposed job site at this time.

Bidder must attend one of the two mandatory meetings

Bids must be delivered no later than **Tuesday September 3, 2013** at 2:00 p.m. which time all bids received will be opened and read to the public. Late bid will not be considered.

Bid documents, plans and specifications may be obtained at [www.webbcountytx.gov](http://www.webbcountytx.gov) under Purchasing Agent. If any additional information is needed contact Arnoldo Cervantes Webb County Self-Help Center Construction Coordinator 8116 Hwy 359 at the Self-Help Center office (956) 728-1481 or Leticia Gutierrez, Administrative Assistant for Purchasing Agent 1110 Washington, Suite 101 at 956-523-4125.

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.

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Dr. Cecilia May Moreno, Webb County Purchasing Agent

**WEBB COUNTY  
HOUSING REHABILITATION  
BID PACKAGE**

1. **NOTICE TO BIDDERS**
2. **BID INVITATION** (MUST BE SIGNED)
3. **INSTRUCTION TO BIDDERS** (Must Read)
  - BIDDERS QUALIFICATIONS (Read)
  - BID BOND MUST BE SUBMITTED
4. **CONTRACTOR ELIGIBILITY REQUIREMENTS** (MUST BE SUBMITTED)
  - PROOF OF FINANCIAL CAPACITY AND CREDITY HISTORY (INCLUDE LETTER OF REFERENCE FROM BANK)
  - PROOF OF INSURANCE COMPLIANCE. GENERAL LIABILITY POLICY OF AT LEAST ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)
  - DOCUMENTATION OF WORK HISTORY (INCLUDE LETTER OF RECOMMENDATION FROM (3) THREEE PREVIOUS CONSTRUCTION JOBS.
5. **INFORMATION REQUEST FORM** (MUST BE SIGNED AND NOTARIZED)
6. **FEDERAL LABOR STANDARDS PROVISIONS** (Read)
7. **REHABILITATION BID FORM** (MUST BE PROVIDED IN BID FORM AND SIGNED)
8. PLANS (**REVIEW**)
9. **SPECIFICATIONS BY LOCATION/TRADE** (ALLSPECIFICATIONS MUST BE SUBMITTED WITH PRICING AND SIGNATURES.
10. **PROOF OF NO DELIQUENT TAXES OWED TO WEBB COUNTY** (Must be signed)
11. **CONFLICT OF INTEREST** (Must be signed)
12. **CERTIFICATION OF DEBARRMENT** (Read)
13. **REFERNCES FORM** (Must be submitted)



# WEBB COUNTY Rehabilitation Program

Office: 8116 HWY 359

Laredo, Texas 78043

Phone (956) 728-1481

Fax: (956) 728-1483

## Bid Invitation

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 bids and waive irregularities, formalities, or to accept all bids 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.**

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION

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## 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 OF 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 the 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 of legal document or to visit the site of acquaint himself with the conditions there existing. The city/county will be justified in rejecting any claim based on lack of inspections of the site prior to the bid.

## 4. ALTERNATE BID ITEMS

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

## 5. BIDS

- a. All bids submitted on the forms provided are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineations, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including 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 #, name of bidder, and the date and time of bid opening.
- d. Webb County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option 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

- 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

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION

received by Webb County prior to the closing time, and provided further, Webb County 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 Webb County 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 should mention only additions of 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 base 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 per value) may be practical after the opening of the bids.
- 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 bidders' qualifications. Webb County 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 to Webb County all such information and data for the purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy Webb County 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 included 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 these requirements 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.

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION

## **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 its shown to the satisfaction of Webb County 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 Webb County. 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. Webb County 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. Webb County 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 contractor which enter into a formal contract in excess of \$25,000.00 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 \$100,000.00.
- 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 such as Webb County may grant, shall constitute a default and Webb County, may at its option either award the contract to the next lowest responsible bidder or re-advertise for bids. In either case, Webb County 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 Webb County for a refund.

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION

## **16. WAGES AND SALARIES**

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Act (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.

## **CONTRACTOR ELIGIBILITY REQUIREMENTS**

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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).

Please provide all information requested PRIOR to bid opening date. For additional information please contact Arnoldo Cervantes, Construction Coordinator @ (956)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 per item according to Bid Price Form.**

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:

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Date Organized: \_\_\_\_\_ Date Incorporated: \_\_\_\_\_

Number of years in contracting business under present name: \_\_\_\_\_

**Contracts on hand:**

<b>Contracts</b>	<b>Dollar Amount</b>	<b>Start and Completion Date</b>
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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)

<b>Project</b>	<b>Dollar Amount</b>	<b>Start and Completion Date</b>
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Major equipment available for this contract:

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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 \_\_\_\_\_, 2013

By: \_\_\_\_\_  
(Signature) (Title)

**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 conformed 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. (1) 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.)

**(11) (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) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request 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 contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (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 provided under 29 CFR 5.5 (a)(3)(i), the appropriate information is being 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.(I) 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.

(I) **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 in 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 1 01 0, 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 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 the individual 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 subparagraph (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 subparagraph (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 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, (Public Law 91-54, 83 Stat 96). 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 subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment A

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.

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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 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.*

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- 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, 74<sup>th</sup> 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.*



# WEBB COUNTY SELF-HELP CENTER PROGRAM

Office: 8116 HWY 359

Laredo, Texas 78043

Phone (956) 728-1481

Fax: (956) 728-1483

## Webb County Housing Assistance Program Bid Form

Project # \_\_\_\_\_

Name: Juanita Doria Ibarra

Address: 133 N. Maria Elena  
Pueblo Nuevo  
Laredo, Texas 78043

Phone# \_\_\_\_\_

Total Bid Amount \_\_\_\_\_

Time of Completion: \_\_\_\_\_

Alternatives: Wall Insulation, Attic Insulation

1. Materials: \_\_\_\_\_

2. Labor: \_\_\_\_\_

3. Materials: \_\_\_\_\_

4. Labor: \_\_\_\_\_

Contractors Name \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_

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

# SPECS BY LOCATION/TRADE

7/31/2013

Pre-Bid Site Visit: \_\_\_\_\_  
 Bidding Open Date: \_\_\_\_\_  
 Bidding Close Date: \_\_\_\_\_  
 Initial: \_\_\_\_\_

Case Number: SHC-Rehab-01  
 Project Manager: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Address:** 133 N Maria Elena Road **Unit:** Unit 01

**Location:** 1 - General Requirements **Approx. Wall SF:** 0 **Ceiling/Floor SF:** 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 1 General Requirements</b>					
10	<b>OWNER ACCEPTS SCOPE OF WORK</b> 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. X _____ X _____ Applicant Date Applicant Date	1.00	DU	_____	_____
14	<b>CONTRACTOR ACCEPTS SCOPE OF WORK</b> 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. X _____ Contractor Date	1.00	DU	_____	_____
31	<b>CONSTRUCTION DEFINITIONS</b> "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.	1.00	GR	_____	_____
35	<b>VERIFY QUANTITIES/MEASUREMENTS</b> 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.	1.00	GR	_____	_____
45	<b>CONTRACTOR PRE-BID SITE VISIT</b> 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.	1.00	DU	_____	_____
55	<b>WORK TIMES</b> 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.	1.00	GR	_____	_____

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 1 General Requirements</b>					
77	<b>NEW MATERIALS REQUIRED</b> All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.	1.00	GR		
90	<b>1 YEAR GENERAL WARRANTY</b> 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		
120	<b>FINAL CLEAN</b> 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.	1.00	DU		
<b>Trade: 16 Conservation</b>					
4903	<b>AIR-SEAL BUILDING ENVELOPE-GCI</b> Seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4"). Seal all top plate and bottom plate penetrations. If the foundation masonry wall is open core concrete block seal the tops of the block with expanding foam. Seal all penetrations created by plumbing, gas lines, electrical boxes and outlets. Seal large accessible gaps around windows between house framing and window frame - use special care on large sliding-glass doors and vinyl-framed windows: do not use expansive foam on these. Take care to seal all joints without excess sealant. Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to framing sealing all seams and gaps with fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the installation of insulation.	1.00	DU		
<b>Trade: 23 Electric</b>					
7430	<b>CERTIFY ELECTRIC DISTRIBUTION</b> Electrician shall inspect all exposed wiring, motors, fixtures and devices for malfunction, shorts and housing code compliance. Non- functioning and dangerous equipment and wiring shall be replaced with Romex wire, ivory devices and fixtures. The service panel shall conform to the NEC Existing Structures code.	1.00	DU		

Location Total: \_\_\_\_\_

Location: 2 - Exterior Roofing

Approx. Wall SF: 0

Ceiling/Floor SF: 1,440

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	Roofing				
4580	<b>TEAR OFF AND REROOF SHINGLES</b> Remove and dispose of all roofing & defective sheathing. Cut a 1" wide vent at ridge board. Remove existing roof decking and install 8/16" OSB. 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. Clean up must be done immediately after removal.	16.00	SQ		

Location Total: \_\_\_\_\_

Location: 3 - Exterior East Wall

Approx. Wall SF: 480

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
2600	<b>SIDING-T1-11</b> Remove existing damaged or warped T1-11 siding and install T1-11 siding sheets to match existing type and size, 1"x 3" trim at corners. Use lap flashing on horizontal seams. Flash or install silicone caulking along entire top edge, and under windows or other openings. (Approximately 12 sheets)	240.00	SF		

Trade: 19 Paint &amp; Wallpaper

5656	<b>PREP &amp; PAINT EXTERIOR WOOD SIDING</b> Cover ground with drop cloth. Scrape all loose, cracked, peeling and blistered paint from siding. Feather edges and dull gloss with sandpaper. Dispose of chips properly. Rinse all surfaces with a hose. Caulk and fill holes. Spot prime and top coat siding with owner's choice of premixed acrylic latex.	480.00	SF		
5675	<b>PREP &amp; PAINT EXTERIOR TRIM-SF</b> Cover ground with drop cloth. Scrape loose, cracked, peeling, blistered paint from exterior trim. Dispose of chips properly. Feather edges & dull gloss by sanding. Rinse trim with hose and let dry. Caulk all cracks. Spot prime and top coat with owner's choice of acrylic latex semi-gloss.	60.00	SF		

Location Total: \_\_\_\_\_

Location: 4 - Exterior South Wall

Approx. Wall SF: 776

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
2600	<b>SIDING-T1-11</b> Install T1-11 siding sheets to match existing type and size, 1"x 3" trim at corners. Use lap flashing on horizontal seams. Flash or install silicone caulking along entire top edge, and under	1.00	SF		

Location: 4 - Exterior South Wall

Approx. Wall SF: 776

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	<b>Carpentry</b>				
	windows or other openings.( Approximately 6 sheets)				

Trade: 19 **Paint & Wallpaper**5655 **PREP & PAINT EXTERIOR WOOD**

776.00 SF

Cover ground with drop cloth. Scrape all loose, cracked, peeling and blistered paint. Remove all deteriorated glazing compound. Feather edges and dull gloss with sandpaper. Dispose of chips properly. Rinse all surfaces with a hose. Caulk and fill holes. Reglaze sash where compound is missing. Spot prime and top coat two colors with owner's choice of premixed acrylic latex.

5675 **PREP & PAINT EXTERIOR TRIM-SF**

96.00 SF

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

Trade: 22 **Plumbing**7080 **WATER HEATER-30 GAL. ELECTRIC**

1.00 EA

Dispose of existing water heater in legal dump. Install a 30 gallon, high recovery, 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 of matching veneer with door and hardware.

Location Total: \_\_\_\_\_

Location: 5 - Exterior West Wall

Approx. Wall SF: 480

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	<b>Carpentry</b>				
3560	<b>Carport</b>	600.00	SF		
	Complete construction of existing roof by installing missing rafters (2x6), roof decking (8/16" osb), shingles(3 tab asphalt shingles), fascia(1x8) and metal eave strips (1x2).				
Trade: 19	<b>Paint &amp; Wallpaper</b>				
5656	<b>PREP &amp; PAINT EXTERIOR WOOD SIDING</b>	480.00	SF		
	Cover ground with drop cloth. Scrape all loose, cracked, peeling and blistered paint from siding. Feather edges and dull gloss with sandpaper. Dispose of chips properly. Rinse all surfaces with a hose. Caulk and fill holes. Spot prime and top coat siding with owner's choice of premixed acrylic latex.				
5675	<b>PREP &amp; PAINT EXTERIOR TRIM-SF</b>	60.00	SF		
	Cover ground with drop cloth. Scrape loose, cracked, peeling, blistered paint from exterior trim. Dispose of chips properly.				

Address: 133 N Maria Elena Road

Unit: Unit 01

Location: 5- Exterior West Wall

Approx. Wall SF: 480

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 19	<b>Paint &amp; Wallpaper</b>				

Feather edges & dull gloss by sanding. Rinse trim with hose and let dry. Caulk allcracks. Spot prime and top coat with owner's choice of acrylic latex semi-gloss.

Location Total: \_\_\_\_\_

Location: 6- Exterior North Wall

Approx. Wall SF: 776

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 19	<b>Paint &amp; Wallpaper</b>				

**5656 PREP & PAINT EXTERIOR WOOD SIDING**  
 384.00 SF  
 Cover ground with drop cloth. Scrape all loose, cracked, peeling and blistered paint from siding. Feather edges and dull gloss with sandpaper. Dispose of chips properly. Rinse all surfaces with a hose. Caulk and fill holes. Spot prime and top coat siding with owner's choice of premixed acrylic latex.

**5675 PREP & PAINT EXTERIOR TRIM-SF**  
 96.00 SF  
 Cover ground with drop cloth. Scrape loose, cracked, peeling, blistered paint from exterior trim. Dispose of chips properly. Feather edges & dull gloss by sanding. Rinse trim with hose and let dry. Caulk allcracks. Spot prime and top coat with owner's choice of acrylic latex semi-gloss.

Trade: 22 **Plumbing**

**7135 HOSE BIBB**  
 1.00 EA  
 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.

Location Total: \_\_\_\_\_

Location: 7- Interior Living Room

Approx. Wall SF: 499

Ceiling/Floor SF: 238

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	<b>Carpentry</b>				

**2407 BASEBOARD-COLONIAL 2 1/4"**  
 64.00 LF  
 Install finger jointed WM-626fj 9/16" x 2-1/4" colonial base with finish nails of sufficient length to penetrate framing 1". Mitre all lap joints, and break all lap joints over framing. Prep and paint. Color will be chosen by owner.

Trade: 18 **Ceramic Tile**

**5425 CERAMIC FLOOR TILE**  
 237.00 SF  
 Using thinset adhesive, lay 12x12 ceramic floor. After at least 24 hours drying time, apply grout.

Address: 133 N Maria Elena Road

Unit: Unit 01

Location: 7 - Interior Living Room

Approx. Wall SF: 499

Ceiling/Floor SF: 238

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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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.

Location Total:

Location: 8 - Interior Dining Room

Approx. Wall SF: 435

Ceiling/Floor SF: 186

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

2407 BASEBOARD-COLONIAL 2 1/4"

56.00 LF

Install finger jointed WM-626fj 9/16" x 2-1/4" colonial base with finish nails of sufficient length to penetrate framing 1". Mitre all lap joints, and break all lap joints over framing. Prep and paint. Color will be chosen by owner.

Trade: 18 Ceramic Tile

5425 CERAMIC FLOOR TILE

182.00 SF

Using th inset adhvsive, lay 12x12 ceramic floor tile After at least 24 hours drying time, apply grout. Clean floor.

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.

Location Total:

Location: 9 - Interior Kitchen

Approx. Wall SF: 437

Ceiling/Floor SF: 186

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

3715 CABINET-WOOD BASE

14.00 LF

Remove existing blue base cabinets, replace base cabinets and match existing sink cabinet design, and material type. Remove existing counter tops and install formica counter tops. Color will be chosen by owner.

3737 CABINET DOORS

6.00 EA

Install cabinet doors on wall cabinets with stiles and panel design matching existing pattern on sink cabinets. Blend and apply stain to match existing sink cabinet color. Apply 2 coats of polyurethane to unfinished wood doors.

Trade: 18 Ceramic Tile

5425 CERAMIC FLOOR TILE

196.00 SF

Address: 133 N. Maria Elena Road

Unit: Unit 01

Location: 9-Interior Kitchen

Approx. Wall SF: 437

Ceiling/Floor SF: 186

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 18	<b>Ceramic Tile</b>				

Using adhesive, lay owner's choice of \$3/sf ceramic floor tile over 1/2" reinforced cement board, screwed to subfloor. After at least 24 hours drying time, apply latex- portland grout. Clean floor and apply mildew resistant white silicone caulk to all edge seams and pipe penetrations. Install a 3" marble threshold at door.

Trade: 19 **Paint & Wallpaper**

5575	<b>PREP &amp; PAINT OCCUPIED ROOM</b>	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.				

Location Total: \_\_\_\_\_

Location: 12-Bathroom

Approx. Wall SF: 245

Ceiling/Floor SF: 49

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	<b>Carpentry</b>				

3835	<b>ACCESSORY SET-6 PIECE CHROME</b>	1.00	EA		
	Install a chrome plated steel bathroom accessory set consisting of two 24" towel bars, soap dish, tumbler holder, soap and grab, and toilet paper holder. \$55 allowance per set.				

Trade: 18 **Ceramic Tile**

5410	<b>CERAMIC TILE-REPAIR</b>	25.00	SF		
	Remove damaged tiles. Cut and thin set ceramic tile of matching color and size. RegROUT entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips and pipe penetrations.				

Trade: 19 **Paint & Wallpaper**

5560	<b>PREP &amp; PAINT BATHROOM</b>	1.00	RM		
	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.				

Trade: 22 **Plumbing**

7180	<b>BATH-3/4 (COMM/LAV/SHOWER)</b>	1.00	EA		
	Demolish existing bathroom to studs,insulate perimeter walls and hang 1/2" moisture proof gypsum board.Rough in, supply				

Location: 12 - Bathroom

Approx. Wall SF: 245

Ceiling/Floor SF: 49

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 22</b>	<b>Plumbing</b>				
	white fixtures and trim out a white, close coupled commode, 24" vanity with cultured top, Build new shower according to existing dimensions. Rough in with PVC waste and vent and copper supply. Install metal single lever faucets on lavatory and shower with 15 year drip-free warranty, chromed 5- piece accessory set, & metal medicine cabinet.				

Trade: 23 Electric

## 7816 FIXTURE-HEAT, LIGHT, VENT

1.00 EA

Install a ceiling mounted fixture containing a 1200 watt, forced air heater, a single bulb light fixture, and an exterior ducted vent fan with damper capable of 60 cfm, controlled by 3 manufacturer-supplied switches on an independent 20 amp circuit, using #14 copper Romex. Fish all wire and patch all tear out.

Location Total: \_\_\_\_\_

Location: 13 - Bedroom 3

Approx. Wall SF: 509

Ceiling/Floor SF: 227

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 10</b>	<b>Carpentry</b>				
2407	<b>BASEBOARD-COLONIAL 2 1/4"</b>	62.00	LF		
	Install finger jointed WM-626fj 9/16" x 2-1/4" colonial base with finish nails of sufficient length to penetrate framing 1". Mitre all lap joints, and break all lap joints over framing. Prep and paint.				
3345	<b>DOOR-FLUSH INT, HOLLOW CORE</b>	1.00	EA		
	Remove existing and install flush, hollow core, masonite door on existing jamb. Include privacy lockset and 2 butt hinges.				

Trade: 18 Ceramic Tile

## 5425 CERAMIC FLOOR TILE

231.00 SF

Using thinset adhesive, lay ceramic floor tile. After at least 24 hours drying time, grout. Clean floor. A four color selection will be provided by contractor to homeowner for color selection by owner.

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.

Location Total: \_\_\_\_\_

Location: 14 - Hall

Approx. Wall SF: 832

Ceiling/Floor SF: 192

Address: 133 N Maria Elena Road

Unit: Unit 01

Location: 14 - Hall

Approx. Wall SF: 832

Celling/Floor SF: 192

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 10      Carpentry</b>					
2407	<b>BASEBOARD--COLONIAL 2 1/4"</b> Install finger jointed WM-626fj 9/16" x 2-1/4" colonial base with finish nails of sufficient length to penetrate framing 1". Mitre all lap joints, and break all lap joints over framing. Prep and paint.	96.00	LF		
<b>Trade: 18      Ceramic Tile</b>					
5425	<b>CERAMIC FLOOR TILE</b> Using thinset adhesive, lay ceramic floor tile. After 24 hours grout. Clean floor. A four color selection will be provided by contractor to the homeowner for tile color selection.	192.00	SF		

Location Total: \_\_\_\_\_

Unit Total for 133 N Maria Elena Road, Unit Unit 01: \_\_\_\_\_

Address Grand Total for 133 N Maria Elena Road: \_\_\_\_\_

Bidder: \_\_\_\_\_

Juanita Ibarra Doria  
133 W. Maria Elena St. Unit A  
Colonia Pueblo Nuevo

FLOOR PLAN: NIS

SHC REF: 01

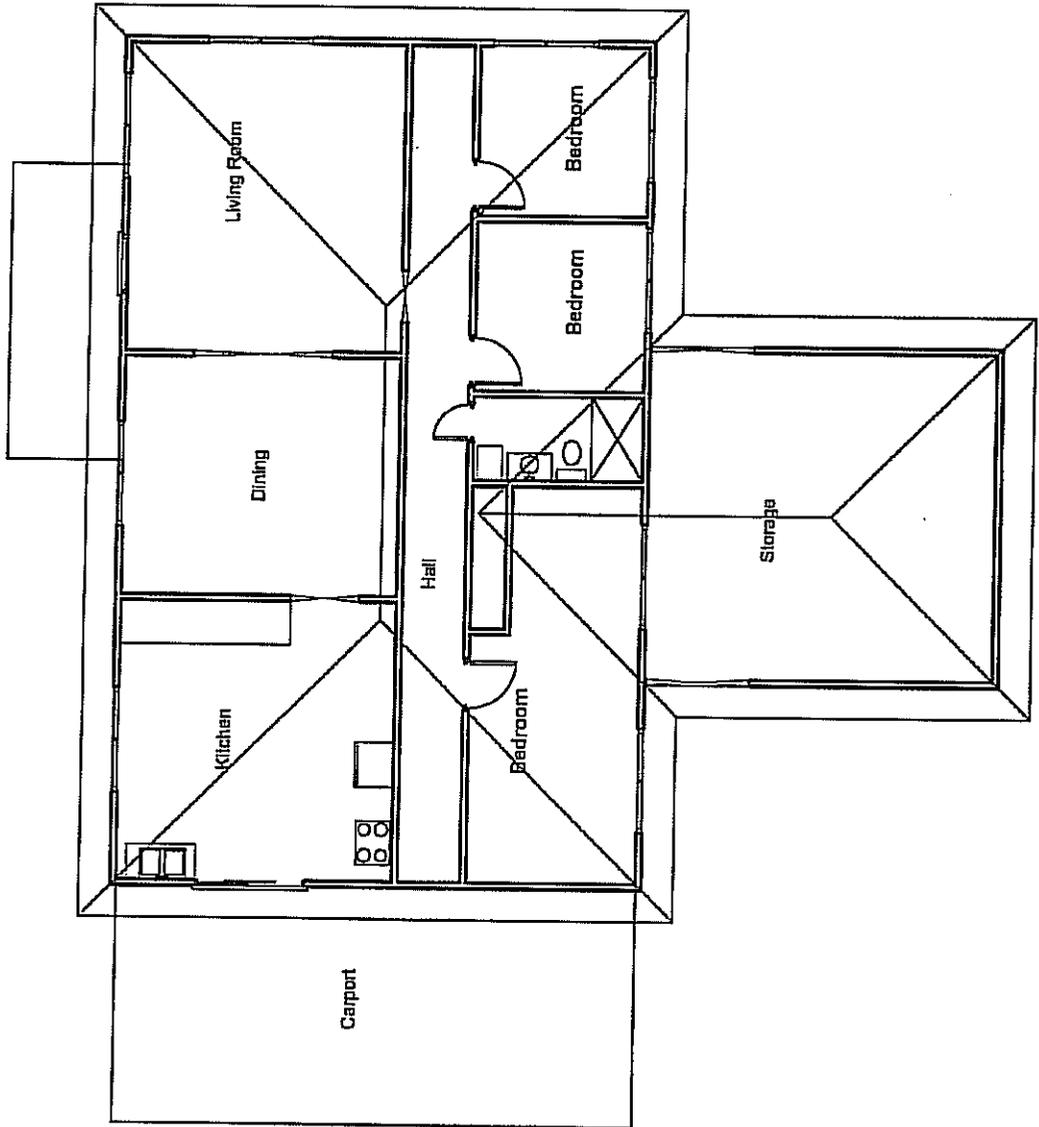
ISSUED: 08/28/15

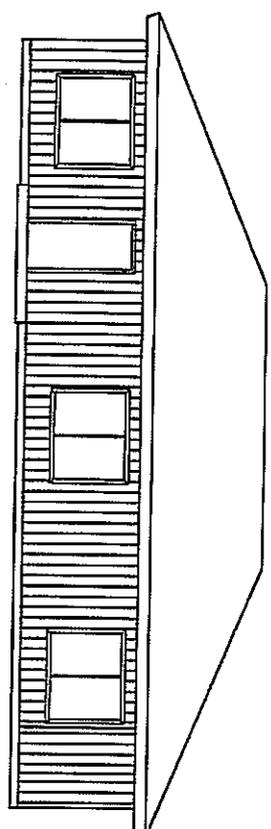
DRAWN BY: A.G.

CHECKED BY:

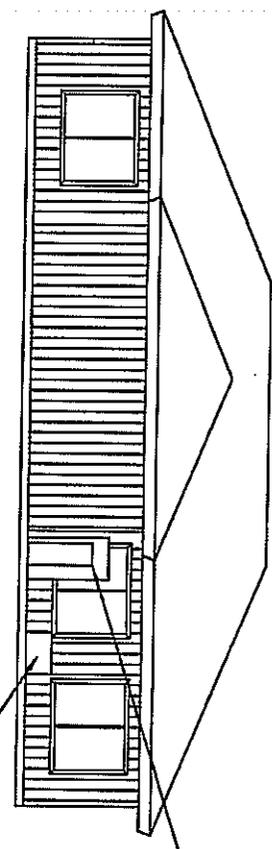
FILE NAME: JUANITA DORIA

FP





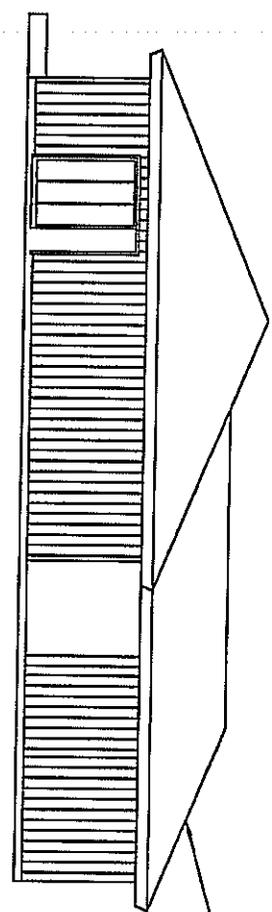
Wall A



Wall B

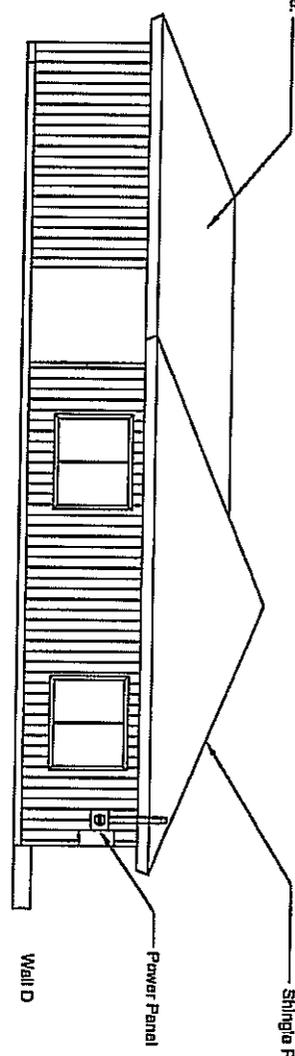
Water Heater  
and shed.

HVAC



Wall C

No work to be  
done on storage.



Wall D

Power Panel

Shingle Roofing

No work on storage.

Juanita Ibarra Dorra  
133 W. Maria Elena St. Unit A  
Colonia Pueblo Nuevo

Exterior Prompts

SHO BEHAV 01  
ISSUED: 09/29/13  
DRAWN BY: A.S.  
CHECKED BY:  
FILE NAME: JUANITA DORRA

EP

**Roof Covering Materials**

Note: Not all roofs are walked on during the inspection due to height, slope of roof, type of roofing material, weather and/or other safety concerns. Weather conditions (wind, hail, extreme temperatures, etc.) affect roofing materials from day to day. Periodic observation by the homeowner is recommended. Roofs are not checked for insurability due to the fact that different insurance companies have different standards for insuring homes.

**Deficiency:**

- Damaged shingles present on roof. Recommend correcting.

**Walls (Interior and Exterior)**

Note: Not all interior walls are viable/accessible as they may be obstructed by wallpaper, wall coverings, paneling, furniture, stored items, etc.

**Deficiency:**

- Damaged siding present throughout perimeter of home. Recommend correcting.
- Seal wall penetrations and openings to prevent rodent nesting.

**Ceilings & Floors**

Note: Not all interior floors are visible/accessible as they might be obstructed by floor coverings, furniture, stored rooms, etc.

**Deficiency:**

- No flooring present in some rooms of home.

**Service Entrance and Panels**

**Deficiency:**

- Although grand-fathered due to age of home, TREC requires licensed inspectors to report the lack of arc circuit breakers at every 15-20 amp breaker that are not tied into a GFCI circuit breaker as a Deficiency.
- Upgrade electrical panel with licensed electrician.

**Branch Circuits, Connected Devices, and Fixtures**

Note: Light and equipment activated by photocell switches were not checked. Landscape and/or exterior low-voltage ground lighting is not included in this inspection. Only a representative number of interior outlets are checked. If there is no GFCI (Ground Fault Circuit Interrupters) at wet areas it is required by my licensing agency (TREC) to note this on reports as a defect and *In Need of Repair*.

**Deficiency:**

- GFCI outlets are not installed in wet areas
- Smoke detectors are now required to be installed inside every bedroom and adjacent hallway. As per TREC Standards of Practice, this item has to be noted as a Deficiency.

**Water Supply System and Fixtures**

Note: Pipes, plumbing equipment, and reservoirs concealed in enclosures or underground are not checked for leaks or defects. The pipes and plumbing in walls, in or under concrete slabs, or concealed by personal possessions are not included in this inspection. Water purification systems are not inspected. Laundry equipment is not operated to check the drain systems.

**Deficiency:**

- All bathroom fixtures are damaged and should be replaced.

**Water Heating Equipment**

**Deficiency:**

- Water heater appears to be reaching life expectancy.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS



PORTFOLIO MANAGEMENT & COMPLIANCE  
COLONIA HOUSING STANDARDS CHECKLIST

Review Order  
No. \_\_\_\_\_

**I. BASIC INFORMATION**

Administrator \_\_\_\_\_  
 Homeowner \_\_\_\_\_  
 Activity Address \_\_\_\_\_  
 CDB Status  Active  % Drawn \_\_\_\_\_  
 Contractor  New Construction  Rehab.  
 TDHCA Inspector \_\_\_\_\_  
 Inspection Date \_\_\_\_\_  
 Date Closed \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Activity No. \_\_\_\_\_

**II. APPLICABILITY OF WRITTEN STANDARDS**

Colonia Housing - Colonia's as defined in Tex. Gov't Code Ann. §2306.581 are inspected to Colonia Housing Standards. In addition, if the unit is new construction it must comply with the accessibility requirements specified in Tex. Gov't Code Ann. §2306.514. Use Section III and IV without Section V for rehabilitation. For new construction use Section IV and V.

**INSPECTION NOTE:** A photograph should be taken of the exterior, main room, kitchen, one bedroom, and one bathroom of each home/unit. A photograph of all marked deficiencies must also be taken.

**III. REHABILITATION SCOPE OF WORK**

A. Record the following budget items:  
 Decl Construction \$ \_\_\_\_\_ + Construction Costs \$ \_\_\_\_\_ = Total Budget \$ \_\_\_\_\_

**B. Construction Status:**

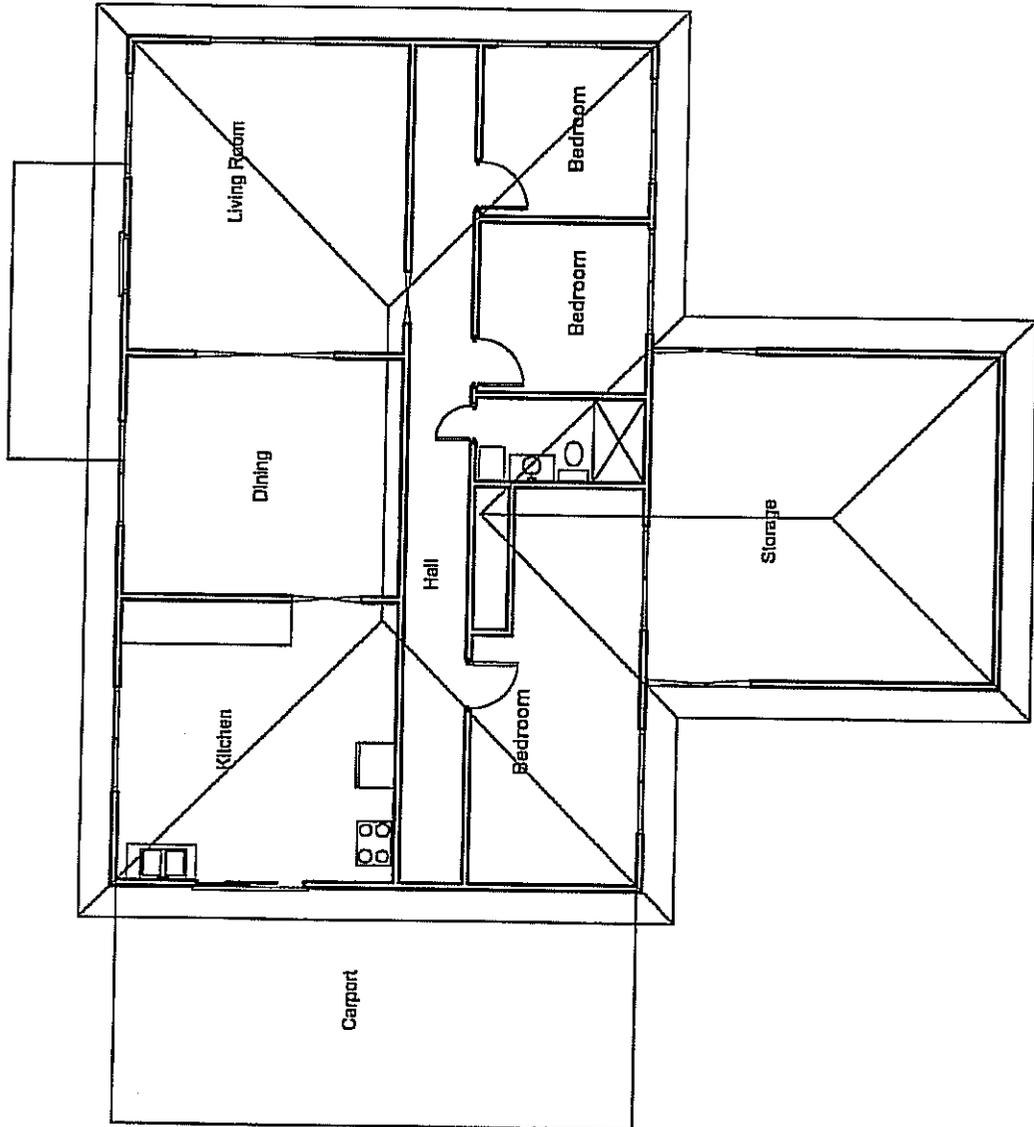
Area	Budgeted Amount	Drawn Amount	Work Performed	Comments	Deficiency Noted
Sho Prep	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Demolition	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Foundation	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Roofing	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
HVAC	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Exterior Surfaces	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Exterior Paint	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Doors & Windows	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Rough Carpentry	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Insulation	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Electrical	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Plumbing	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Fit Work	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Interior Paint	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Cabinets	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Appliances	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Interior Surfaces	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Finish Carpentry	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Flooring	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Miscellaneous	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>
Other	\$	\$	<input type="checkbox"/>		<input type="checkbox"/>

Juanita Ibarra Doria  
133 W. Maria Elena St. Unit A  
Colonia Pueblo Nuevo

FLOOR PLAN 3/32"

SIC REHAB 01  
ISSUED: 08/28/13  
DRAWN BY: A.G.  
CHECKED BY:  
FILE NAME: JUANITA DORIA

FP

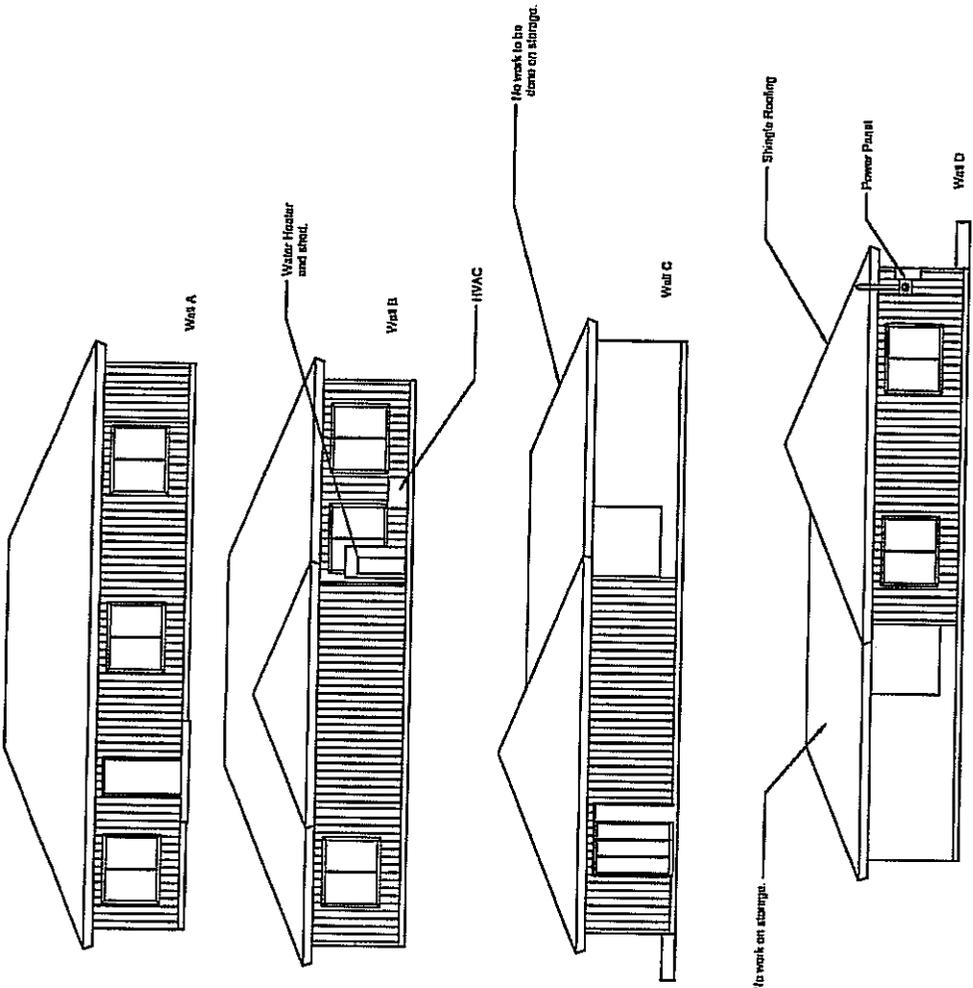


Juanita Ibarra Doria  
133 W. Maria Elena St. Unit A  
Colonia Pueblo Nuevo

Division Plan 1/18"

DATE: 06/22/13  
DESIGNER: [Name]  
CHECKED BY: [Name]  
FILE NAME: JIBARRA DORIA

SP



PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name \_\_\_\_\_ 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 NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas  
County of Webb

Before me, a Notary Public, on this day personally appeared \_\_\_\_\_, know to me (or proved to me on the oath of \_\_\_\_\_ to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_ 2013.

Notary Public, State of Texas

\_\_\_\_\_  
(Print name of Notary Public here)

My commission expires the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

## Webb County

### Conflict of Interest Disclosure

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Webb County no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Danny Valdez
2. Commissioner Mike Montemayor
3. Commissioner Rosaura "Wawi" Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, Chairman, 49<sup>th</sup> Judicial District
7. Judge Becky Palomo, 341<sup>st</sup> Judicial District
8. Judge Monica Notzon, 111<sup>th</sup> Judicial District

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, Texas 78040.

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

**OFFICE USE ONLY**

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

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

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

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

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(Certification for Contracts, Grants, Loans, and Cooperative Agreements)**

**PART A. PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

**PART B. CERTIFICATION**

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

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes  
 No

<b>Name of Contractor/Potential Contractor</b>	<b>Vendor ID No. or Social Security No.</b>	<b>Program No.</b>

<b>Name of Authorized Representative</b>	<b>Title</b>

\_\_\_\_\_  
Signature – Authorized Representative

\_\_\_\_\_  
Date

**CERTIFICATION**  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION FOR COVERED CONTRACTS

**PART A.**

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

**PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name and Title of  
Authorized Representative

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## References

Name of Firm	Address	Phone	Name of Contact