



QUOTATION INFORMATION SHEET ELECTRICAL SERVICES

The CITY OF HARLINGEN Community Development Department is accepting quotations for the installation of electrical components for a single family residential structure. The home will be constructed at 1102 S. Commerce, Harlingen, Texas and later relocated to a permanent location that is yet to be determined. Quotations must be submitted in a sealed envelope addressed to Tammy DeGannes, 502 E. Tyler, Harlingen, Texas **before 2:00 pm on Thursday, May 10, 2012.**

Licensed Electrical Contractors may obtain copies of the Quote/Contract Documents, including Specifications, at the office of the Community Development Department, 502 E. Tyler, Harlingen, Texas, 78550 during regular business hours.

The successful contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, national origin, ancestry, age, sex, disability, familial status, gender identity or sexual orientation.

Preference will be given to Section 3 Businesses/Residents as provided elsewhere in this document. If you are a businesses seeking Section 3 preference, you must submit the "**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**" found on page 34 of this document.

The City of Harlingen reserves the right to reject any or all quotes or to waive any formalities or informalities in the quotations and to award the contract to the contractor which it considers has submitted the best and most advantageous quote.

Quotes may be held by the City of Harlingen for a period not to exceed thirty (30) days from the date of the submission deadline. These days shall be utilized for the purpose of reviewing the quotes and investigating the contractor's qualifications prior to the contract award.

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

The City of Harlingen is an Affirmative Action and Equal Opportunity Employer. Small (SBE), minority (MBE), and women-owned businesses (WBE) are encouraged to submit quotes for these projects.

We request that you read carefully the Instructions to Contractors that are enclosed in the Quote/Contract Document package. Questions and requests for additional information must be submitted in writing to the above named person not later than two (2) days prior to the submission deadline date.

Contractor must provide Proof of Insurance at the time quotes are submitted.

INSTRUCTION TO CONTRACTORS

1.0 THE QUOTE:

Written quotations will be received for the electrical components in the construction of a single family residence in the office of the Community Development Department at: 502 E. Tyler St. Harlingen, Texas 78550, on or before: **before 2:00 pm on Thursday, May 10, 2012.**

2.0 CONTRACTORS RESPONSIBILITIES:

Quotes must be submitted on the attached "Quotation Form/Non-Collusion Affidavit". All the requested information blanks must be filled in clearly and completely to avoid possible disqualification of the quote submitted.

The price quoted must include all items requested and remain firm until payment. Price shall include all incidentals required to complete the project. No partial quotes will be accepted.

All quotations submitted must include **one original of the forms** found on pages **23-32**. **FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY DISQUALIFY CONTRACTOR.**

3.0 EXCEPTIONS OR CHANGES:

No quote may be changed after the submission deadline date, although any quote may be withdrawn and resubmitted before that date. Any quotes received after the quote date and time specified, in the quote packet will be returned unopened.

No changes or alterations will be allowed to the Contractor instructions and specifications unless specifically changed by an addendum, sent out to all vendors from the Community Development Department and no changes will be made within **one (1) day** of the submission deadline date.

4.0 THE CITY'S RESERVATIONS:

The City reserves the right to hold all quotes for a period of thirty (30) days without taking any action. If no action is taken, all quotes and quote deposits will be rejected and returned to their owners.

The City of Harlingen reserves the right to reject any or all quotes, to waive defects and formalities in such quotes, and to award the contract to the Contractor which it considers has submitted the best and most advantageous quote. In the event that there is a conflict in the statement of a price within the quote, the Owner reserves the right to select the amount most advantageous to the Owner.

The Owner also reserves the right to reject the Quote of any Contractor if Owner believes that it would not be in the best interest of the Project to make an award to that Contractor, whether because the Quote is not responsive or the Contractor is unqualified or of doubtful financial ability or the Contractor's safety record is unsatisfactory in the owner's opinion or if the owner has had problems with the Contractor's performance on prior contracts which, in the Owner's opinion, makes the Contractor unsatisfactory.

The contract must be awarded to the lowest responsible Contractor or to the Contractor who provides goods or services at the best value for the municipality.

In determining the best value for the municipality, the municipality may consider:

- (1) the purchase price;
- (2) the reputation of the Contractor and of the Contractor's goods or services;
- (3) the quality of the Contractor's goods or services;
- (4) the extent to which the goods or services meet the municipality's needs;
- (5) the Contractor's past relationship with the municipality;
- (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- (7) the total long-term cost to the municipality to acquire the Contractor's goods or services; and
- (8) any relevant criteria specifically listed in the request for quotes or proposals.

5.0 SUBMITTING OF QUOTE:

Respondents shall submit an original quote on the required forms. Submittals must contain one copy of the forms found on pages **23-32**. Quotes may be delivered or mailed to the **City of Harlingen, Attn: Tammy DeGannes, 502 E. Tyler St., Harlingen, Texas 78550** in a sealed envelope **on or before the quote opening date and time.**

6.0 MINIMUM REQUIREMENTS:

These are the minimum requirements that will be acceptable to the City of Harlingen. Any quote that does not meet the minimum requirements specified will be rejected.

7.0 CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176 of the Texas Local Government Code requires entities seeking to contract and/or contracting with local government entities, such as cities, for the sale of goods or services, and their agents, to complete, sign and file a Conflict of Interest Questionnaire (Form CIQ) with the City of Harlingen. If the Contractor or a principal of the Contractor has a business relationship with the City or with a City Official, the name of the City contact or City Official must be disclosed on the enclosed CIQ Form. If the Contractor or a principal of the Contractor has no business relationship with the City or a City Official, write/type in "none" in the form and write/type in the name of the Contractor and person acting for the Contractor and sign the CIQ Form. A blank CIQ Form is enclosed and should be completed, signed and submitted with your quote. If you are not sure how to fill in the CIQ Form, contact your attorney for advice.

***A sample CIQ Form, to be used ONLY if there is NO business relationship with the City or with a City Official, is included in this quote packet.**

NOTICE TO CONTRACTORS

1. Interpretations or Addenda

No oral interpretations will be made to any Contractor. Each request for an interpretation shall be made in writing to the CITY no less than three (3) days prior to the quote 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 one (1) day prior to the quote opening. It is, however, the Contractor's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all Contractors shall be bound by such addenda, whether or not received by the Contractors.

2. Inspection

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

3. Permits

The permit fees have been waived however, contractor will be required to have a current registration with the City of Harlingen Building Inspection department and call for all required inspections.

4. Quotes

- a. All quotes must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings and Technical Specifications.
- b. All quotes must be regular in every respect and no interlineations; excisions or special conditions may be made or included by the Contractor.
- c. Quote documents, including the quote, the quote bond, and the statement of Contractors' qualifications, shall be sealed in an envelope and clearly labeled with the words "Quote Documents", the project number, name of Contractor and the date and time of quote opening.
- d. The City (Grant Recipient) may consider as irregular any quote on which there is an alteration of or departure from the quote form and, at its option, may reject any irregular quote.
- e. If a contract is awarded, it will be awarded to a responsible Contractor on the basis of the lowest/best quote and the selected alternate quote items, if any. The contract will require the completion of the work in accordance with the contract documents.

5. Quote Modification Prior to Quote Opening

- a. Any Contractor may modify his quote by telegraphic communication at any time prior to the scheduled closing time for receipt of quotes, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modification over the signature of the Contractor was mailed prior to the closing time. The telegraphic communication should not reveal the quote price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by the City until the sealed quote 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 Contractor may modify a quote by submitting a supplemental quote in person prior to the scheduled closing time for receipt of quotes. Such supplemental quote should mention only additions or subtractions to the original quote so as to not reveal the final prices or terms to the City until the sealed quote is open.

6. Statement of Contractors Qualifications

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

7. Corrections

Erasures or other corrections in the quote must be noted over the signature of the Contractor.

8. Time for Receiving Quotes

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

9. Opening of Quotes

The City shall, at the time and place fixed for the opening of quotes, open each quote and publicly read it aloud, irrespective of any irregularities therein. Contractors and other interested individuals may be present.

10. Withdrawal of Quotes

Quotes may be withdrawn by written request dispatched for delivery in the normal course of business prior to the quote opening.

11. Award of Contract/Rejection of Quotes

- a. The contract will be awarded to the responsive, responsible Contractor submitting the lowest/best quote. The Contractor selected will be notified at the earliest possible date. The locality reserves the right to reject any or all quotes and waive any informality in quotes received where such rejection or waiver is in its interest.
- b. The City reserves the right to consider as unqualified to do the work any Contractor 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.

The contract must be awarded to the lowest responsible Contractor or to the Contractor who provides goods or services at the best value for the municipality.

In determining the best value for the municipality, the municipality may consider:

- (1) the purchase price;
- (2) the reputation of the Contractor and of the Contractor's goods or services;
- (3) the quality of the Contractor's goods or services;
- (4) the extent to which the goods or services meet the municipality's needs;
- (5) the Contractor's past relationship with the municipality;
- (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with persons with disabilities;
- (7) the total long-term cost to the municipality to acquire the Contractor's goods or services; and
- (8) any relevant criteria specifically listed in the request for quotes or proposals.

12. Execution of Agreement/Performance and Bonds

- a. The failure of the successful Contractor to execute the agreement and supply the required proof of insurance within ten (10) days after the prescribed forms are presented for signatures, or within such extended period as the City may grant, shall constitute a default and the City may, at its option, either award the contract to the next lowest responsible Contractor, or re-advertise for quotes.

13. Compliance with Air and Water Acts

- a. In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:
 - i) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
 - ii) He/She will comply with all requirements of Section 114 of the Clean Air Act, as amended.
 - iii) Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.
- b. If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Owner. The Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

14. Equal Employment Opportunity

- a. The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, gender, national origin, familial status, disability, sexual orientation, gender identity or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender, national origin, familial status, disability, sexual orientation, gender identity or marital status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, national origin, familial status, disability, sexual orientation, gender identity or marital status.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
- e. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- f. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- g. The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, gender, national origin, familial status, disability, sexual orientation, gender identity or marital status.
- h. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.
- i. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

15. Affirmative Action for Workers with Disabilities

The Contractor will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

No person in the United States shall on the ground of race, color, religion, sex, gender, national origin, familial status, disability, sexual orientation, gender identity or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 3 Businesses/Residents - Local Training, Employment, and Business Opportunities

- a. To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The Contractor will include this clause in every subcontract for work in connection with the project:

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly person who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any a notice advising the labor organization or workers' representative of the contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act. (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be give to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

18. Non Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, gender, national origin, familial status, disability, sexual orientation, gender identity or marital status because of habit, local custom, or otherwise.

19. Insurance

The Contractor and his sureties shall indemnify and save harmless the City and all its officials, agents, and their employees from all suits, action or claims of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person or persons or property, by or from said Contractor or his employee or by or in consequence of any negligence in safeguarding the work or by or in consequence of any negligence recovered under the Worker's Compensation Laws or any other law, ordinance, order or decree.

As further and additional evidence of such indemnification, each Contractor shall furnish Certificates of Insurance providing that his interests are adequately covered by the following:

The following insurance requirements will be included in the City contracts to ensure completion of work:

- (1) The Contractor is required to carry the following listed insurance coverage and limits and furnish acceptable proof of payment of insurance premiums.

TYPE OF COVERAGE	LIMITS OF LIABILITY	
Worker's Compensation	\$500,000	Each Accident
Employer's Liability	\$500,000	Disease, Policy Limit
	\$500,000	Disease, Each Employee
Comprehensive General Liability	\$500,000	General Aggregate
	\$1,000,000	Products-Completed Operations
	\$500,000	Personal & Advertising Injury
	\$500,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expense

Policies must be endorsed to Waive Subrogation Rights, Name the City of Harlingen as an "Additional Insured" and the Cancellation Provisions extended to 30 days in writing.

- (2) Proof of automobile liability insurance is also required to be submitted.

For further information please contact Tammy DeGannes at (956) 216-5180.

Texas Workers' Compensation

(TWCC Rules – (06/05/03)

§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 a 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, §406.096(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, Subchapters 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 subsections (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 is not limited to providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
 - (8) Project--Includes the provision of all services related to a building or construction contract for a governmental entity.
- (b) Providing or causing to be provided a certificate of coverage pursuant to this rule is a representation by the insured that all employees of the insured who are providing services on the project are covered by workers' compensation coverage, that the coverage is based on proper reporting of classification codes and payroll amounts, and that all coverage agreements have been filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading certificates of coverage, or failing to provide or maintain required coverage, or failing to report any change that materially affects the provision of coverage may subject the contractor or other person providing services on the project to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (c) A governmental entity that enters into a building or construction contract on a project shall:
- (1) include in the 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;
 - (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 specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Article _____. Workers' Compensation Insurance Coverage.

A. Definitions:

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

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

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to 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 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 subparagraphs (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 civil 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 extension 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 extension 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 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 subparagraphs (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 civil 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 extension 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 extension 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 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 person with whom it contracts, to perform as required by this subparagraph and subparagraphs (A)-(G) of this paragraph, with the certificate 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 provisions of this rule are 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 6675c, to register with the Texas Department of Transportation and who provide accidental insurance coverage pursuant to Texas Civil Statutes, Article 6675c, §4(j).
 - (i) The coverage requirement in this rule does not apply to sole proprietors, partners, and corporate officers who meet the requirements of the Act, §406.097(c), and who are explicitly excluded from coverage in accordance with the Act, §406.097(a) (as added by House Bill 1089, 74th Legislature, 1995, §1.20). This subsection applies only to sole proprietors, partners, and corporate executive officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

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

CONTRACT

STATE OF TEXAS }

COUNTY OF CAMERON}

The following represents a mutual understanding and agreement between the Contractor (Offerer) and the City of Harlingen (Owner) as signed in this document.

GENERAL CONDITIONS

1. BIDS AND WORK ORDERS:

Quotes shall be submitted to the Community Development Department of the City of Harlingen. It is understood and agreed that the quote shall be in effect for 30 days after correctly submitting quote and that the successful offerer shall be accepted during this period and that a PROCEED ORDER signed and authorized by the Owner(s) will be issued to the successful offerer when project is to be undertaken. Attached and a part of this contract is a Non Collusive Affidavit.

2. REQUIREMENTS - REGISTRATION AND PERMITS

Successful Offerer must comply with the City of Harlingen's Contractor registration requirements before any work is initiated. The successful Offerer shall notify the Community Development Department at all required stages of inspection(s). The successful Offerer shall obtain electrical service from the utility company and furnish a temporary electrical meter loop. All work performed, whether specified or not, shall comply with applicable City Ordinances and all applicable Building and Housing Code(s). The successful Offerer shall be responsible for obtaining and payment of all permits and licenses necessary for the completion and execution of the work and labor to be performed under this contract. In addition, the successful Offerer shall call for periodic inspections as is usual for this type of work as required by the City of Harlingen's Community Development Department. In addition to final approval by the City of Harlingen's Building Inspection Department (if required), approval of the Owner must be received before final payment is made.

3. INSURANCE(S) TO BE PROVIDED

The successful Offerer shall be required to furnish evidence of Commercial General Liability insurance coverage protecting the Owner(s) in an amount of not less than \$500,000.00 each occurrence; \$1,000,000.00 General Aggregate; and \$2,000,000.00 Products and Completed Operations Aggregate in the event of bodily injury including death and property damage (inclusion of Builder's Risk Insurance) arising out of the work performed by or on behalf of the Contractor; and evidence of Automobile Liability insurance coverage in an amount of at least \$20,000.00 each person, \$40,000.00 each accident for bodily injury including death and \$15,000.00 for property damage as required by the Texas Safety Responsibility Act.

4. LIENS AND NOTES

A. The successful Offerer agrees that this contract may not be assigned to anyone other than the recipient of the Proceed Order unless approved in writing by the Owner.

B. Contractor will not allow, or cause any liens for labor, services or material for the electrical components of the single family home that is to be constructed in partnership with the Cameron County Juvenile Justice program as described in this agreement. Receipt of notice by the City of Harlingen of any lien attached to the subject property will be cause to terminate this contract and consider the Contractor in breach for which the Contractor will be responsible for all natural and consequential damages incurred by the City of

Harlingen. The City will notify Contractor of the receipt of any notice of liens within three days of such received notice. Contractor will have ten calendar days to provide the City of Harlingen with proof of the releases for all existing liens.

5. GUARANTEE & WARRANTY

A. Guarantee periods (in addition to manufacturers warranties) are as follows:

2 years: New electrical wiring.

Guarantee periods shall begin on the date of final acceptance of all the work required from the Contractor. Guarantees shall be against defects in workmanship and materials.

B. The Owner(s) hereby expressly assume(s) responsibility for proper maintenance, care and use of all components as recommended by the manufacturer or installer. Improper use, care or maintenance may void portions of the warranties. In the event that the Owner(s) cause to make alterations and/or additions to their dwelling unit, within the specifications and drawings, without the written consent/authorization of the Community Development Department guarantee period and/or conditions shall terminate as of that same date.

C. Contractor will receive verbal notification of any allege defects. Contractor shall respond immediately (not later than 24 hours) if a danger exists and in all other instances, Contractor will have ten days from receipt of said notice to correct all noticed defects and complaints. If Contractor fails to repair said items after verbal notice, Contractor will be notified via certified mail to correct items within 10 days upon receipt of said notice. Failure to repair all noticed defects and complaints within said ten day period will result in another Contractor being hired to complete the necessary repairs. Payment for the services shall be paid from the Contractor's retainage amount withheld from said bid project.

6. JOB-SITE

A. The successful Offerer/Contractor shall at all times during the course of this work, keep the job-site neat and clean and at completion, leave all hard surfaces broom clean, and all other surfaces, such as yard, etc. rake clean. It shall be the Contractor's responsibility to haul off all trash, debris, etc., which relates to the work performed.

B. Contractor shall provide a competent supervisor to be on the job site at all times during the progress of this work.

C. A licensed electrician shall be on the job site when electrical work is being performed.

D. Contractor, his/her employees and subcontractors will at all times display good conduct by refraining from using vulgar or abusive language, consuming alcoholic beverages, or illegal substances on the job site.

7. FINAL INVOICES AND WARRANTIES:

The final invoices for the total amount of work shall be accompanied by a waiver of all liens at the time of completion and before final payment is made. Furthermore, the successful Offerer/contractor shall furnish Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this contract.

8. CONTRACT TIME - PROVISIONS

A. Successful Offerer/Contractor shall begin this work not more than 10 working days after receiving a PROCEED ORDER for the same said work and will complete the entire job within the time specified for that particular job.

B. Valid exceptions/extensions from the above section will be Acts of God (rain, high winds, hurricanes, flooding, tornadoes...) or other unforeseen acts which may affect the performance of the contract. All (if any) exceptions/extensions to this Contract must be authorized and approved (in writing) by the Community Development Department, and shall become part of this Contract.

C. If Contractor fails to complete the work specified in the Contract, and in the time required by the Contract, and has not had the Contract time extended as indicated in paragraph (B) above, he shall pay as a penalty, the amount of seventy-five dollars (\$75.00) per day for each day's delay in completion. The penalty provided and this subsection shall not be construed as an exclusive remedy for delays or the failure to perform any obligations of contractor under this Contract.

D. If for any reason other than those specified in paragraph (B), the Contractor at any time fails for a period of five (5) consecutive calendar days to supply enough skilled workers or satisfactory materials, or otherwise neglects to execute the work properly, the homeowner, at his/her election, may unilaterally terminate this contract.

9. WORK PERFORMANCE & INSPECTIONS

A. All work shall be done in a recognized workmanlike manner by qualified mechanics skilled in the electrical trades. This bid and contract is in accordance with the enclosed Specifications and Drawings covering the work outline(s) therein. It is agreed that this does not become a valid contract until a NOTICE TO PROCEED is issued. The Owner(s) and Contractor hereby attest that they understand and agree on the work to be performed as outlined within the Specifications and Drawings attached herein.

B. An authorized Housing Specialist/Inspector, in the employment of the Community Development Department with the City of Harlingen or a representative of the Cameron County Juvenile Justice Program may stop work not in accordance with this section or with any other section of the Contract. An authorized housing specialist/inspector in the employment of the Community Development Department and/or Cameron County may perform inspections to assure that the construction work is being performed and completed in accordance with the construction specifications. A final inspection to determine that the construction work has been completed in accordance with the construction contract shall also be conducted by the Community Development Department or any other representative so mentioned within this paragraph.

10. TERMINATION OF THIS CONTRACT:

The Owner(s) or Contractor may terminate the contract in the event either one of them fails to comply in accordance with any provisions of this Contract. A written notice listing the reasons for termination of the Contract must be provided by either party.

11. CONTRACT AMOUNT AND PAYMENT PROVISION:

A. This Contract is for the electrical work performed which includes the furnishing of all labor, materials, and equipment for the sum of:

X Dollars and No/100-----\$

The payments will be made to the contractor as follows:

1. 30% of Contract upon 33% completion of work;
2. 30% of Contract upon 66% completion of work;
3. 30% of Contract upon 100% completion of work and after the Community Development Department receives the Contractors satisfactory releases(s) of all liens or claims for completed work or installed materials and after the final completion document(s) have been signed;
4. 10% of Contract amount shall be paid three (3) months from the date of final acceptance, providing work has been completed as per the specifications and is in proper working order/condition.

12. SPECIAL CONDITIONS, RECOMMENDATIONS, OR ADDITIONS:

A. In the event of any dispute, complaint or controversy between the Contractor and Owner(s) arising out of or in connection with the provisions(s), terms, or obligations provided in this Contract, the Contractor and Owner(s) agree that same shall be submitted to the Community Development Department for resolution of the matter pursuant to the Grievance and Compliance Procedures for the Community Development Department of the City of Harlingen. The Owner(s) and Contractor agree that the decision reached by the Community Development Department shall be final and binding on all parties and is subject to judicial review only if arbitrary, unreasonable, and/or capricious. The owner(s) and Contractor further agree that the Grievance and Compliance Procedures will be exhausted prior to taking any action seeking a determination from the United States Department of Housing and Urban Development or before making any judicial action or seeking judicial review of the matter.

13. INDEPENDENT CONTRACTOR'S WAIVER

The Parties acknowledge that this CONTRACT is entered into between OWNER AND CONTRACTOR. CONTRACTOR agrees to INDEMNIFY and HOLD HARMLESS the OWNER for any and all damages, losses or liabilities connected with the work performed under the Contact between the OWNER AND CONTRACTOR.

CONTRACTOR agrees that it will INDEMNIFY, DEFEND AND HOLD HARMLESS the OWNER from any and all claims and demands made by any Independent Sub-Contractors hired by CONTRACTOR to perform under the Contract.

14. SIGNATURES OF ALL PARTIES:

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

CONTRACTOR:

BY: _____

DATE: _____

OWNER

BY: _____

Tammy DeGannes
Community Development Director

DATE: _____

(ACKNOWLEDGEMENT)

STATE OF TEXAS}
COUNTY OF CAMERON}

This instrument was acknowledged before me on the _____ day of May, 2012, by _____.

My Commission Expires: _____

Notary Public, State of Texas _____

Notary's Printed Name: _____

(ACKNOWLEDGEMENT)

STATE OF TEXAS}
COUNTY OF CAMERON}

This instrument was acknowledged before me on the _____ day of May, 2012, by _____.

My Commission Expires: _____

Notary Public, State of Texas _____

Notary's Printed Name: _____

Electrical Components
Description of Work

Date: April 17, 2012

Project: City of Harlingen in partnership with Cameron County Juvenile Justice Program

The City of Harlingen, in partnership with the Cameron County Juvenile Justice Program will construct a 3 bedroom, one bath home consisting of approximately 864 square feet of living area with an additional 36 square feet of porch area.

Successful Offerer will provide all electrical components as detailed on the attached plans. The home will be constructed at 1102 S. Commerce, Harlingen, Texas and later relocated to a permanent location that is yet to be determined. Once the location is determined, successful Offerer will be required to complete the electrical installation and ensure connectivity.

Electrical shall be installed as indicated on the plans and must comply with the adopted codes and/or regulations of the City of Harlingen's Building Inspection Department.

Fixtures will be provided by **OWNER** unless otherwise notated below.

Successful Offerer shall:

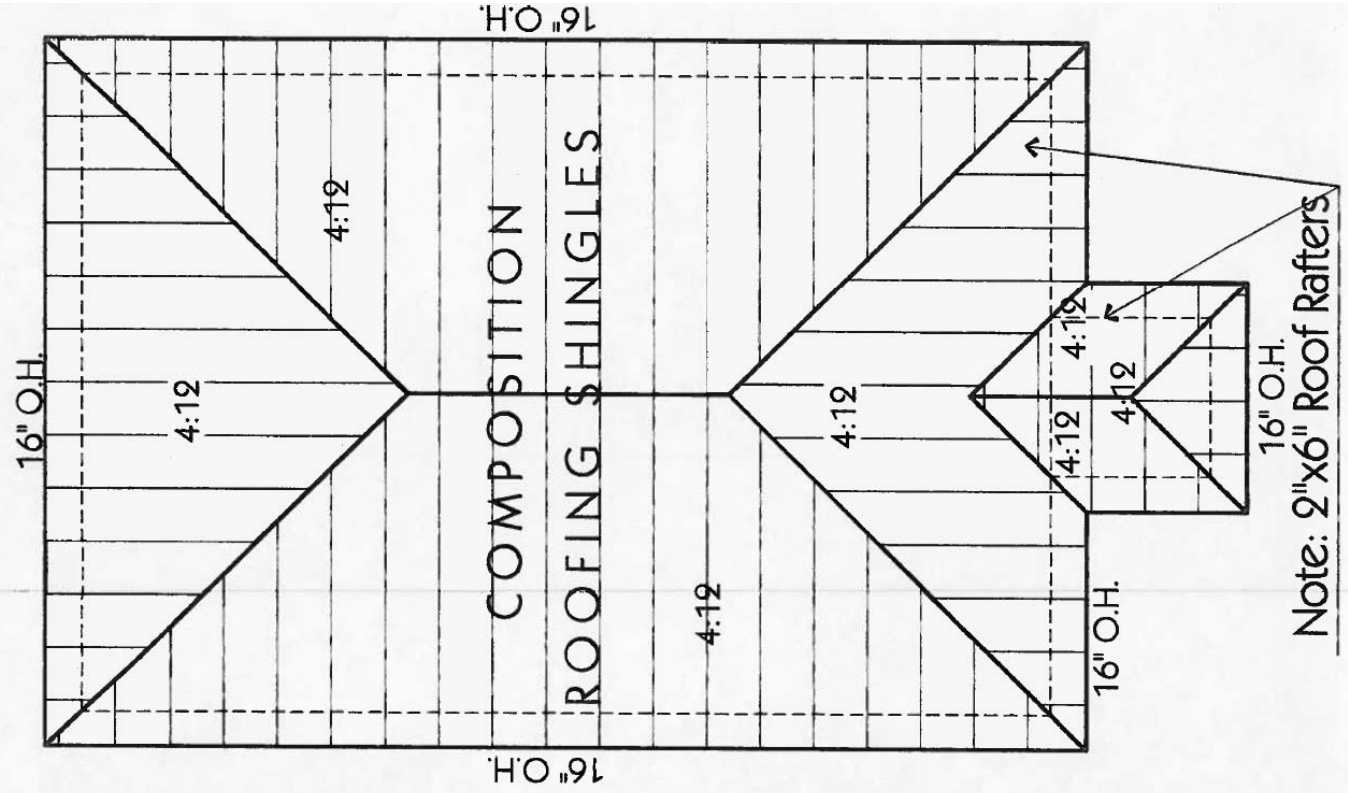
1. Purchase and install all wiring, boxes, disconnects
2. Purchase and install all electrical outlets and switches including:
 - a. Arch fault protection for bedrooms
 - b. Washer and dryer electrical connections
 - c. Range/Oven connections
 - d. Air Conditioner/Heater connections (A/C will be a 2 ½ ton 13 seer)
 - e. Water Heater connections
3. Install light fixtures, ceiling fans, bathroom fan/light/ vents, etc.
4. Install range hood duct in kitchen
5. Install smoke detectors

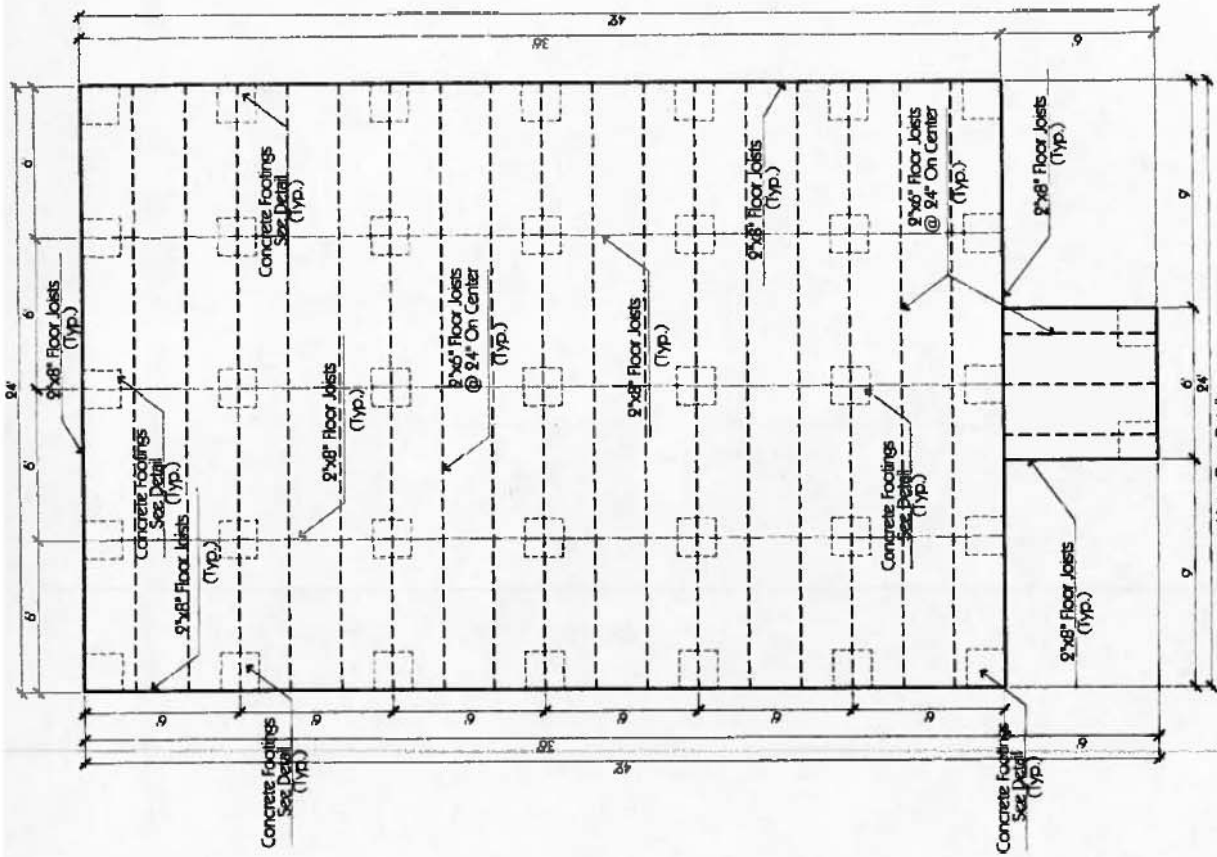
3 Bedroom Design

AREAS	
Living Area	864.00'
Porch Area	36.00'

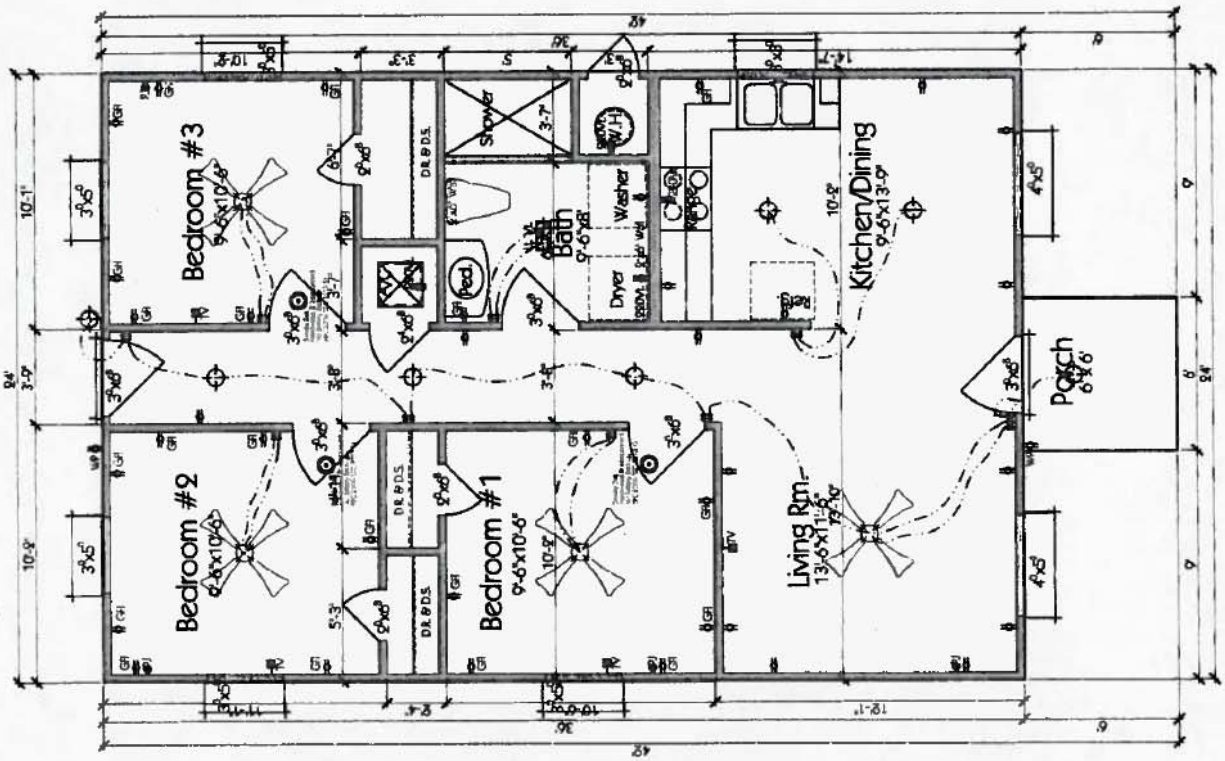
Roof Framing Plan
 Scale: 1/8" = 1'-0"

Note: Continuous Soffit Vents

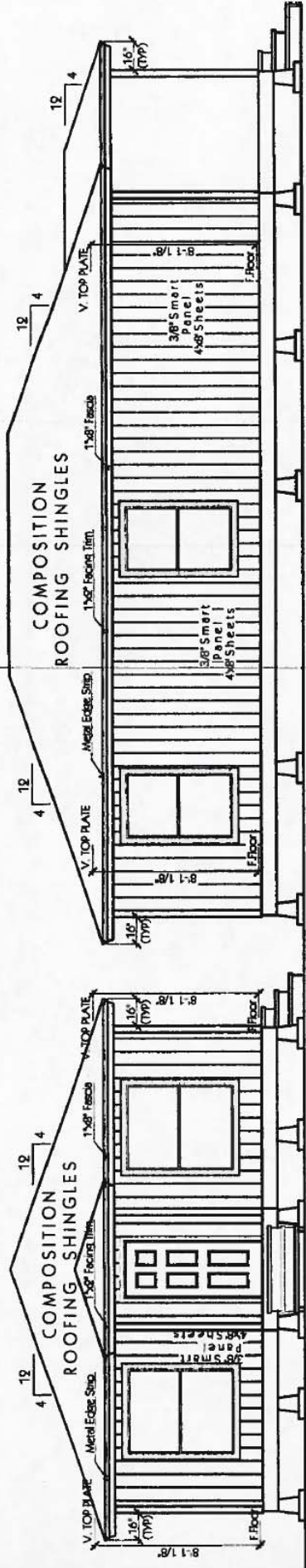




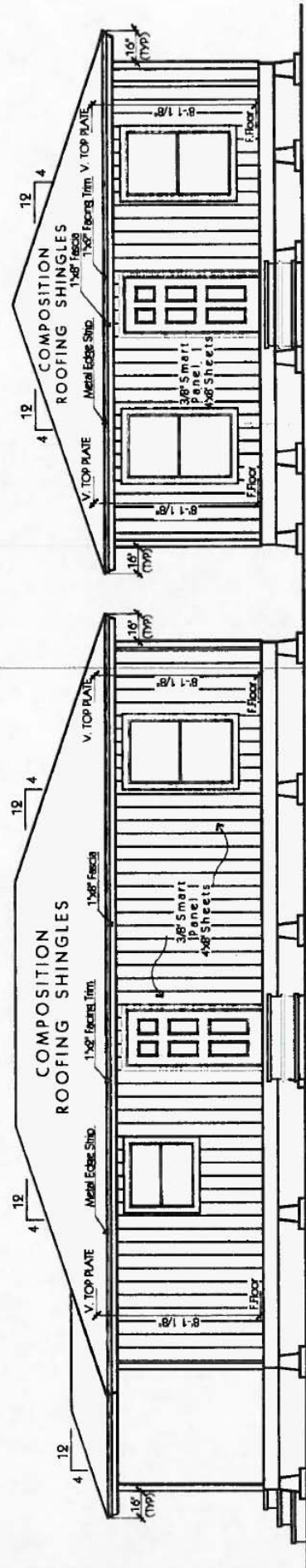
Note: Floor Details
 1- 3/4" OSB w/2x6" @ 24" O.C.
 2- 7/16" OSB w/2x6" @ 24" O.C.



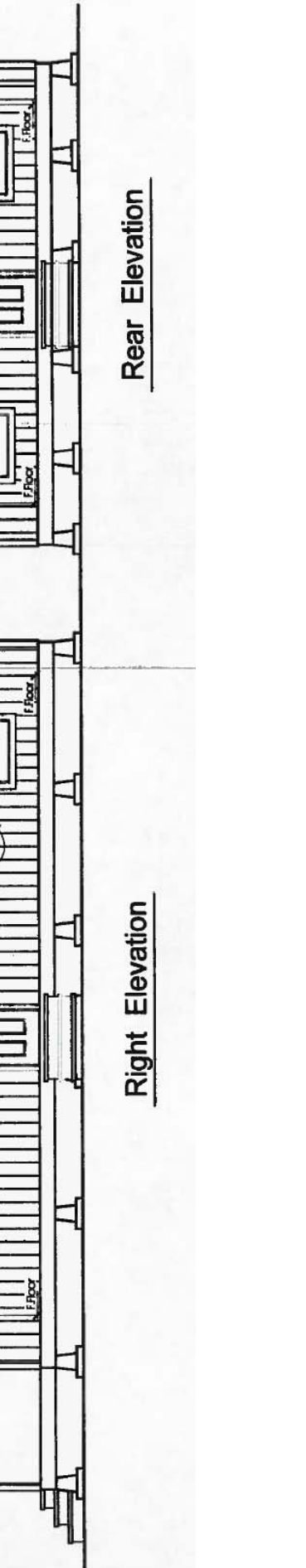
Floor plan



Front Elevation



Left Elevation



Right Elevation

Rear Elevation

**GENERAL CONTRACTOR'S
AFFIDAVIT, WARRANTY, AND LIEN WAIVER**

STATE OF TEXAS { }

COUNTY OF CAMERON { }

THAT I, the undersigned, being duly sworn, do depose and say that I was contracted to construct, alter, and/or repair the public facilities improvements identified in:

Project Name: **Cameron County Juvenile Justice Program Partnership**

Construction Site Address: 1102 S. Commerce, Harlingen, Texas 78550

THAT these improvements have been fully and satisfactorily completed in substantial conformity with the contract;

THAT all materials used in said improvement, all labor performed thereon, and all fees, insurance and permits, in connection with the said improvements which might give rise to liens have been paid in full.

Listed below are all subcontractors and major material men included in this work. Attached are waivers of liens from all of them as substantiation of the above statement.

NAME OF SUBCONTRACTOR OR MATERIALMAN AND ADDRESS

Name

Address

THAT I hereby waive any lien or right to lien which he/she may have against the described improvements and warrants to save harmless the City of Harlingen from any liens which are now in existence, or may hereafter arise by reason of said improvements, and cause the same to be released of accord immediately.

THAT the foregoing waiver and these statements are an express warranty and representation to the City of Harlingen of the facts herein sworn to and is made for valuable consideration, receipt whereof is acknowledged.

Signature _____

Title _____

Company _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2012.

Notary Public _____

My commission expires:

QUOTE PROPOSAL/ NON-COLLUSION AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF CAMERON {}

_____ , being first duly sworn, deposes and says that:

(1) He/She is _____ of _____
Individual's Name Title Company Name

_____ , the Contractor that has submitted the attached Quote;

(2) He/She is fully informed respecting the preparation and contents of the attached Quote and of all pertinent circumstances respecting such Quote;

(3) Such Quote is genuine and is not a collusive or sham Quote;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Contractor, firm or person to submit a collusive or sham Quote in connection with the Contract for which the attached Quote has been submitted or to refrain from quoting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Contractor, firm or person to fix the price or prices in the attached Quote or of any other Contractor, or to fix an overhead, profit or cost element of the Quote price or the Quote price of any other Contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Harlingen or any person interested in the proposed Contract; and

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

The undersigned, as Contractor, declares that he/she has carefully examined the form of contract, Notice To Contractors, Specifications & the Plans therein referred to, and agrees that he will provide all the necessary labor, machinery, tool, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed therein, and according to the requirements of the Engineer as therein set forth.

It is further agreed that the quantities of work and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities, whether increased or decreased are to be performed at the unit prices set forth in the Base Quote Schedule or as provided for in the specifications.

It is agreed that the items under sections Traffic Safety and Trench Safety (if applicable), are important to both the safety of the workmen and to the public and that the CONTRACTOR shall follow all safety requirements to the satisfaction of the Owner and Owner's representative.

It is understood and agreed that all work is to be completed in full within the time proposed on the Contract Agreement or as specified in any Change Orders that may be directed.

Contractor acknowledges receipt of the following addendum or addenda.

1) _____

2.) _____

3.) _____

4.) _____

5.) _____

It is understood and agreed that the work is to be completed within the time specified in the notice to proceed.

It is understood and agreed that the owner may delay awarding the contract and hold the quotes for a period not to exceed thirty (30) calendar days.

In the event of the award of the contract to the undersigned, the undersigned will furnish insurance with limits as indicated in these Specifications.

It is agreed that all work proposed to be done shall be accepted when fully completed and finished in accordance with the specifications, to the satisfaction of the Owner.

The undersigned certifies that the quote prices contained in the Quote Form have been carefully checked and are submitted as correct and final.

Signed: _____

Title: _____

Company: _____

Street Address: _____

City and State: _____

Phone: _____

Fax: _____

Email Address: _____

FEDERAL TAX ID: _____

OR

SOCIAL SECURITY NUMBER: _____

DUNS NUMBER: _____

Subscribed and sworn to me this ____ day of _____, 2012.

BY: _____
Notary Public

My commission expires _____.

QUOTATION FORM

We/I the undersigned, have completely read the specifications for the installation of all electrical components of a single family residential structure to be initially constructed at

1102 S. Commerce Street, Harlingen, Texas, 78550

and thereafter relocated to a permanent site in Harlingen, Texas to be determined at a later date.

TOTAL QUOTATION PRICE: \$_____

TOTAL QUOTATION WRITTEN OUT:

This quote includes all equipment, labor, supervision and material as set forth in the attached specification packet and instructions. I have read and agree to comply with all of these requirements.

FIRM REPRESENTATIVE _____

TITLE _____

NAME OF FIRM _____

MAILING ADDRESS _____

PHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS: _____

DATE: _____

STATEMENT OF OFFERER'S QUALIFICATIONS

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 Offerer may submit any additional information he desires.

Name of Offerer: _____

Address: _____

Number of Years in contracting business under present name: _____

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? (Y/N) _____

Have you ever defaulted on a contract? (Y/N) _____

He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is : **(Circle One)**

A Single Proprietorship A Corporation organized in the State of _____

A Partnership Other Organization _____

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The name and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

NAME OF CONTRACTOR (printed)

DATE

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

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

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

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

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

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

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

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

Instructions for Certification (A)

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

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

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

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

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

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

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

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

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

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

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS**

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 AND Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, creed, sex, gender, age, familial status, disability, national origin and veterans' rights.

NAME AND ADDRESS OF BIDDER (Include Zip Code)

CERTIFICATION BY BIDDER

Has Bidder participated in a previous contract or subcontract subject Civil Rights Laws and Regulation?

Yes No

The undersigned hereby certifies that:

- The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.
- The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).
- The Affirmative Action for Handicapped Workers clause is included in the contract.

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

Yes No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

CONFLICT OF INTEREST QUESTIONNAIRE

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 government 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 government entity no 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 filling 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 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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CI Q

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.

NONE

2 Check this box if you are filling 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.

NONE

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 COMPANY NAME, BIDDER OR PROPOSER NAME

DATE

Signature of person doing business with the governmental entity

Date

***THIS SAMPLE FORM IS ONLY TO BE USED IF THERE IS NO BUSINESS RELATIONSHIP WITH A CITY OR WITH A CITY OFFICIAL.**

Section 3 Businesses/Resident Forms
EXHIBIT A
CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business _____

Address of Business _____

Type of Business/Trade/Profession _____

Type of Business: Corporation Partnership Sole Proprietorship Joint Venture

Please select the statement that best describes your business.

1. **51% (or more) of your business is owned by a Section 3 Resident(s).** A Section 3 Resident is a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended *and* who is considered to be a low-to very low-income person.

And provide:

List of current ownership and percentage of ownership along with contact information

Any of the following documents, if available:

Copy of Articles of Incorporation

Certificate of Good Standing

Assumed Business Name Certificate

Partnership Agreement

List of Business Name Certificate

Corporation Annual Report

% ownership of each

Latest Board minutes appointing officers

Organization chart with names and titles

Additional documentation

and brief function statement

2. **At least 30% of your business workforce are currently Section 3 Residents or were Section 3 eligible residents within 3 years of the date of first employment with your business.**

And provide the following regarding your employees:

List of all current full-time employees and

List of employees claiming Section 3 status with Exhibit J completed for each employee or

PHA/IHA Residential lease less than 3 years from day of employment

Other evidence of Section 3 status less than 3 years from date of employment

3. **At least 25% of your total dollar award will be contracted to qualified Section 3 businesses:**

Provide:

A list of previously contracted Section 3 business(es) and subcontracted amount and

Agree to provide a list of subcontracted Section 3 business(es) and amount of subcontract when submitting bids for any HUD funded project to meet this requirement.

 Authorizing Name and Signature

Date: _____

Attested by: _____

Received by : _____

Date: _____

EXHIBIT B

ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)

TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

- A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing Section 3 business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.38 of the regulation in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR 135.38 (f).

APPLICANT: _____

SIGNATURE: _____

ADDRESS: _____

DATE: _____

EXHIBIT C

**CONTRACTOR/SUBCONTRACTOR CERTIFICATION REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

COMPANY'S NAME

PROJECT NAME

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) The above stated company is a signatory to the developer's Section 3 Plan.
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

NAME AND TITLE OF SIGNER (PRINT OR TYPE)

SIGNATURE

DATE

EXHIBIT D

CONTRACTOR'S SECTION 3 PLAN

_____ agrees to implement the specific following affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of _____.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city/county/MSA, the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontractors adhere to the Section 3 provisions that are applicable to the Contractor.
- F. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- G. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- H. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- I. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to Section 3 objectives.
- J. To maintain records of all projected workforce needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets Section 3 objectives.

As officers and representatives of _____(Company),
We the undersigned have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of the program and its provisions.

Signature

Signature

Title

Date

Title

Date

EXHIBIT E
Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly person who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any a notice advising the labor organization or workers' representative of the contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act. (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be give to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**EXHIBIT F
POSTED NOTICE TO PROJECT RESIDENTS**

The project _____ is being funded by the U.S. Department of Housing and Urban Development under the _____ - Community Development Block Grant Program. This notice complies with the RGVECs _____ Section 3 Plan and is intended to inform the public, in particular project residents, of the economic opportunities (jobs) created through the use of the federal award.

Contractor/subcontractor intends to hire for the following positions:

Number of Jobs	Title	Description of Qualifications/Licensure /Certification

Section 3 preferences:

1. Persons residing in the project area and who are of low- to very-low- income
2. Participants in HUD Youthbuild
3. Homeless Persons
4. Residents of the local Public Housing Authority
5. Residents of the local Section 8 Housing Assistance Program units

For more information including job applications, apprenticeships, training positions, and qualifications, contact:

Name of Contractor _____

Contact Person _____

Address _____

City, State, Zip _____

Phone _____

Estimated construction start date is _____

**EXHIBIT G
ESTIMATED WORKFORCE BREAKDOWN**

**NAME OF
BUSINESS/CONTRACTOR/SUBCONTRACTOR:**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS/LOW INCOME PERSONS *
OFFICERS SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE: Plumbing/Electrical/HVAC/Construction/Other: _____

JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

TRADE: Plumbing/Electrical/HVAC/Construction/Other: _____

JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

TRADE: Plumbing/Electrical/HVAC/Construction/Other: _____

JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

TRADE: Plumbing/Electrical/HVAC/Construction/Other: _____

JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

*A Section 3 Resident is 1) a public housing resident; or 2) a low or very low income person residing in the metropolitan area or non-metropolitan county where the project is located.

ALL NEW HIRES MUST COMPLETE AN INCOME DOCUMENTATION CERTIFICATION—SEE EXHIBITS K AND L.

EXHIBIT H
SECTION 3 MONTHLY COMPLIANCE FORM

Contractor and all subcontractor(s) must sign, date and deliver this form monthly to:

RGVEC: City of Harlingen Project Name: Cameron County Juvenile Justice Program

RGVEC Address: 502 E. Tyler, Harlingen, Texas, 78550 Project Location: _____

For the Month of _____

I. Hiring

Select one:

I have not hired any new employees during the month specified.

I have hired _____ Section 3 employees and/or _____ non-Section 3 employees during the month.

I. Recruitment

I have taken one or more of the following recruitment steps to hire a Section 3 resident with the highest training and employment priority ranking: (check all that apply)

I have advertised to fill vacancy(ies) at the site(s), where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods, to fill any vacancies.

Placed signs or posters in prominent places at project site(s).

Taken photographs of the above item to document that the above step was carried out.

Distributed employment flyers to the administrative office of the local Public Housing Authority.

Contacted RGVECs employment referrals or Youthbuild Program referrals.

Kept a log of all applicants and indicated the reasons why Section 3 residents who applied were not hired.

Retained copies of any employment applications completed by Public Housing Authority, Section 8 certificate or voucher holders or other Section 3 residents.

Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

II. Verification

I have attached proof of all checked items.

I hereby certify that the above information is a true and correct.

Signature

Title

Date

Business Name

**EXHIBIT I
MONTHLY EMPLOYMENT UTILIZATION REPORT**

TO: City of Harlingen

FROM: _____
(Contractor)

COMMUNITY DEVELOPMENT DEPARTMENT

ADDRESS OF CONTRACTOR

NAME OF PROJECT: _____

Street

Bid No. 2012- _____

City, State

GRANT NUMBER:
M-11-MC-48-0504

CONTRACTOR'S PHONE NUMBER:
()

REPORTING PERIOD: _____

PERCENTAGE OF PROJECT COMPLETION: _____

CLASSIFICATION	WORK HOURS OF EMPLOYMENT ON THIS PROJECT								
	TOTAL	BLACK	WHITE	ASIAN OR PACIFIC ISLANDER	HISPANIC	FEMALE	DISABLED	VETERAN	SECTION 3 RESIDENT
OFFICERS									
SUPERVISORS									
PROFESSIONALS									
TECHNICIANS									
HOUSING SALES/RENTAL MANAGEMENT									
OFFICE CLERICAL									
SERVICE WORKERS									
JOURNEYMEN									
COMMON LABORERS									
APPRENTICES									
TRAINEES									
TOTAL	0	0	0	0	0	0	0	0	0

% OF MINORITY EMPLOYEES 0
 % FEMALE EMPLOYEES
 % LOW INCOME/SECTION 3 EMPLOYEES
 % HANDICAPPED EMPLOYEES
 % VETERAN EMPLOYEES

 SIGNATURE AND TITLE OF COMPANY OFFICIAL COMPLETING REPORT
 DATE SIGNED _____

This form must be completed monthly by the General Contractor for all workers

EXHIBIT J
SECTION 3 EMPLOYEE DATA & CERTIFICATION

The U.S. Department of Housing and Urban Development (HUD) requires that the City of Harlingen document the income of newly hired persons working on federally-funded construction projects. This form is intended to comply with HUD Community Development Block Grant requirements.

Applicant's Name: _____ Job Title: _____

Address: _____ Phone: _____

How many people are in your family? (Circle one) **1 2 3 4 5 6 7 8+**

What is your family's gross annual income (before taxes)? _____

What is your race? (Circle one)

- WHITE**
- BLACK/AFRICAN AMERICAN**
- ASIAN**
- AMERICAN INDIAN/ALASKAN NATIVE**
- NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER**
- ASIAN & WHITE**
- BLACK & WHITE**
- AM. INDIAN/ALASKAN NATIVE & BLACK**
- OTHER MULTIRACIAL**

Is your family of Hispanic origin? (Circle one) **YES NO**

I certify that all of the above information is true and correct to the best of my knowledge.

Employee's Signature

Date

