



REQUEST FOR PROPOSAL

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products/services for:

RFP # 1920-49 LEAD HAZARD REDUCTION PROGRAM

CLOSING DAY AND TIME: Sealed proposals will be received no later than:

2:00 P.M. AUGUST 28, 2020

MARK ENVELOPE:

1920-49 LEAD HAZARD REDUCTION PROGRAM

RETURN PROPOSAL TO:

**CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952, 300 W. COTTON (ZIP) 75601
LONGVIEW, TEXAS 75606**

A Pre-Proposal Meeting will be held via Teleconference on July 27, 2020 at 10:00 a.m. **To join Teleconference with Google Meet click on the following link: <https://meet.google.com/ikv-mgpz-bcj> , to join by phone dial +1 409-209-7483 (PIN: 562951971).** Please call 903-237-1236 for assistance if unable to access Teleconference. This meeting is to answer questions regarding the RFP requirements. Due to the importance of all proposers having a clear understanding of the specifications and scope of work requirements in this solicitation, attendance at pre-proposal meeting is encouraged.

Proposals received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City of Longview is not responsible for lateness of or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

QUESTIONS regarding this solicitation should be directed to Jaye Latch at (903) 237-1324/ purchasing@longviewtexas.gov on or before 5:00 P.M. CT, **August 12, 2020.**

Information in response to any inquiry may be published as an addendum. Addendum can be found on the City of Longview website: purchasing@longviewtexas.gov/bids

Name of firm submitting proposal: _____



REQUEST FOR PROPOSAL (RFP)

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the Proposal.



SEALED PROPOSAL ● DO NOT OPEN

LEAD HAZARD REDUCTION PROGRAM

RFP No. 1920-49

RFP OPENING: AUGUST 28, 2020 @ 2:00 P.M. CT

For Information Contact:

Jaye Latch
(903) 237-1324

purchasing@longviewtexas.gov

Company Name: _____

Contact Name: _____

Telephone Number: _____

Proposals must be addressed to:

Jaye Latch
Purchasing Manager
PO Box 1952
Longview, TX 75606
or

Jaye Latch
Purchasing Manager
300 W Cotton St
Longview, TX 75601

Request for Proposals

PURPOSE AND DESCRIPTION OF SERVICES

The purpose of this RFP is to provide lead hazard reduction services for identified low-income households within the City of Longview. The services requested are Lead Abatement (including lead hazard reduction control services), plumbing, electrical, HVAC, roofing and weatherization services. It is the intent of the City to issue a contract for said services to multiple contractors. All contractors submitting proposals must be able to perform all requested services either with or without subcontractors, with the exception of services requiring a Lead Abatement Certification.

The City of Longview invites contractors who are able to perform all requested service (either with or without subcontractors) to respond to this Request for Proposals (RFP). This project includes 109 units over the course of two one year-long contract periods.

The City of Longview (City) invites Contractors who currently hold lead abatement certification and contractors who have the ability to obtain lead abatement certification to respond to this Request for Proposals (RFP) to provide multiple categories of Lead Hazard control Home rehabilitation services for low-income households within the City of Longview. Due to the amount (number) of units to be remediated the city of Longview is looking for multiple qualified contracting entities for the completion of this work. A number of successful Contractors will secure Job Order Contracts with the City, as awards are made from this RFP. Each contracted entity will receive a Lead Hazard Remediation Project Packet Contract that contains five housing units. Depending on the expediency and performance of the contract packet the contracted entity will have the ability to be awarded a successive project packet contract that contains five (5) more housing units. This rotation will continue until all identified houses are remediated or the contract ends, whichever comes first. Contractors must have approved lead abatement firm status to be eligible to receive Lead Hazard Remediation Project Packet Contracts. Contractors that do not currently have lead abatement firm status **are encouraged** to submit a proposal. The City of Longview has funds under this program allocated to help local contractors to attain approved lead abatement firm status. Any awarded contracting entity that does not currently have a lead abatement firm status will be placed on a provisional list until this qualification is achieved. Those contractors that choose to go this route will not be awarded project packets until this status is attained; however, funds will be available to receive this education to qualify to take the state examination to become Lead abatement firms. Please note that reimbursement funds for Lead Abatement certification are limited and issued on a first come first serve basis. Once reimbursement funds are expended, additional funding will not be available. This will be a conditional award qualification contingent upon the contractor passing this state exam at which time they will be reimbursed for the course education if reimbursement funds are available. If a contractor does not have Lead certification they can still submit a proposal and if they score well on evaluation they may be put on provisional list until certification is obtained. Complete additional details regarding this Scope of Services are contained in this RFP. The City reserves the right to reject any or all proposals.

DEFINITIONS

Sub-Contractor - The term Sub-Contractor, as employed herein, includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnished material not so worked.

Awarded Contractor – Current contracting pool with lead abatement certification that do currently have EPA approved lead abatement status able to work on current projects upon the initial proposal award or who have successfully been granted said status post award. Each contracting agency will be awarded five packets at a time and reviews will be processed on a packet by packet basis regarding timeliness of the project and clearance attained.

Provisional Contractor – contracting entities that do not currently have EPA approved lead abatement status and are under consideration for future bid packets upon completion and receipt of this designation.

CDBG – Community Development Block Grant

OLHCHH – Office of Lead Hazard Control and Healthy Homes.

LBPHRD – Lead Based Paint Hazard Reduction Demonstration Program

1.0 SUBMISSION OF PROPOSALS

One (1) original, three (3) copies of full proposal including Proposal Pricing Sheets, and one (1) USB flash drive containing Attachment G Proposal Pricing Sheets. Documents shall be submitted in sealed packages. Proposer's name and address should be marked on the outside of the envelope. A label has been provided on page 2 of this document. Facsimile transmittals, electronic transmittals (email) or offers communicated by telephone will not be accepted or considered. Proposal information that is not submitted in sealed packages will not be considered.

Mail or Deliver Responses to the Following Address:

Physical Address:

City of Longview
Purchasing Division
300 W. Cotton Street
Longview, Texas 75601

US Postal Service Mailing
Address:

City of Longview
Purchasing Division
P.O. Box 1952
Longview, Texas 75606

2.0 DELIVERY OF PROPOSALS

Proposals must be received in the City's Purchasing Division, 300 W. Cotton Street no later than 2:00 p.m., August 28, 2020. The submitting Proposer is responsible for the means of delivering the proposals to the specified location on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer, carrier or the City of Longview's internal mailing system will be the responsibility of the Proposer. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in City of Longview (City) Purchasing Division is the official clock for determining whether submittals are submitted timely. **Late Proposal documents will not be accepted under any circumstances.**

3.0 PROPRIETARY INFORMATION

If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.

Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposals. Proposer shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Longview, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code.

4.0 COMPLETION OF RESPONSES

Information presented in the Proposals will be used to evaluate the professional qualifications of the Proposer(s) and to determine the Proposer(s) which will be selected to provide the required services to the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Proposals shall be limited to a maximum of twenty five (25) 8-1/2" X 11" pages (one side only and including cover letter) using a font size no smaller than 11 point and one inch margins.

5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA

Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested in writing from Jaye Latch, Purchasing Manager, at least 15 days prior to the published submission deadline, as referenced in Section 2.0 of this RFP.

If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing via an addendum. Interpretations, corrections or changes to the RFP made in any other manner other than through an addendum are not binding upon the City. Proposers shall not rely upon oral interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.

Addenda can be found on the City of Longview website www.LongviewTexas.gov/Bids.

It is the responsibility of the proposer to obtain copies of any addenda issued pertaining to this RFP.

Requests for explanations or clarifications may be faxed to the City of Longview at (903) 291-5323 or emailed to purchasing@longviewtexas.gov. Emails and Faxes must clearly identify the RFP Number and Title.

Proposers are advised to review this RFP document in its entirety. The City of Longview solicits comments in regard to this RFP before the deadline for questions listed on Page 1.

Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City of Longview Purchasing Division. Proposers shall acknowledge receipt of all addenda within the responses. It is the responsibility of the proposer to obtain copies of any addenda issued pertaining to this RFP.

6.0 WITHDRAWAL OF PROPOSALS

A representative of the company may withdraw a Proposal at any time **prior to** the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

7.0 AWARD OF CONTRACT

It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City of Longview. The City reserves the right to waive informalities, defects or irregularities and to accept such proposal as it deems in the best interest of the City of Longview. Receipt and consideration of any Proposals shall under no circumstances obligate the City of Longview to accept any Proposals. If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP. The City prefers a one (1) year contract with additional quarterly renewal options as it deems to be in the best

interest of the City. Renewal options will be offered based upon performance and need.

Schedule of Events:

RFP Release Date	07/15/2020
Pre-Proposal Conference	07/27/2020 @ 10:00 a.m. via Teleconference*
Deadline for Questions	08/12/2020 @ 5:00 p.m.
Proposals Due Date	08/28/2020 @ 2:00 p.m.
Contractor Selection	08/28/2020-09/11/2020 (Tentative)
Council Consideration	09/24/2020 (Tentative)
Contractor Start Date	10/01/2020 (Tentative)

*Teleconference information: Pre-Proposal Conference 07/27/2020 @ 10:00 a.m. via Teleconference. **To join Teleconference with Google Meet click on the following link: <https://meet.google.com/ikv-mgpz-bci> , to join by telephone dial +1 409-209-7483 (PIN: 562951971).** Please call 903-237-1236 for assistance if unable to access Teleconference.

8.0 PERIOD OF ACCEPTANCE

Proposer acknowledges that by submitting the Proposal, Proposer makes an offer that, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City. The period of acceptance of proposals is one hundred and eighty (180) calendar days from the date of opening, unless the Proposer notes a different period.

9.0 TAX EXEMPTION

The City of Longview is exempt from Federal Excise and State Sale Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

10.0 COST INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposals which may be required by the City shall be the sole responsibility of and shall be borne by the participating Proposers.

11.0 NEGOTIATIONS

The City reserves the right to negotiate all elements that comprise the successful Proposer's response to ensure that the best possible consideration be afforded to all concerned.

12.0 CONTRACT INCORPORATION

The contract documents shall include the RFP, the Response to the RFP and

such other terms and conditions as the parties may agree.

13.0 NON-ENDORSEMENT

If a Proposal is accepted, the successful Proposer, hereinafter “Contractor,” shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City of Longview’s endorsement of the successful Contractor services.

14.0 UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, Proposer contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Manager, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposer shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City’s contractors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City’s contractors regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposer violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposer being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

15.0 PROPOSAL EVALUATION PROCESS

An evaluation committee will evaluate the responses to this Request for Proposals, may interview one or more Contractors, and may recommend one or more Contractors for award. Selection of a Contractor may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

Proposers, shall if needed, include a list or exceptions to the Contract, RFP or Scope of Service.

The City’s evaluation panel will review all responsive submittals and select the best evaluated proposals for further review.

The City anticipates selecting Proposer(s) that will be recommended to the City Council for award of a contract to provide the requested goods and services to the City of Longview.

The City reserves the right to reject any or all proposals. All awarded contractors must hold a lead abatement firm status as approved by the Texas Department of State Health prior to performing any services under this contract. All contractors will have to be registered with the EPA and the state to be able to receive contract

award packets. For more information see <https://www.epa.gov/lead/renovation-repair-and-painting-program-contractors>

Due to the number of houses that qualify for this program, the City may award this contract to multiple contractors. The City may choose up to a total of **10** vendors for contract award using the published evaluation criteria. The City of Longview does not guarantee the number of vendor awards. Awarded vendors will be placed in a pool and work will be assigned on a rotating basis. The goal of this contract is to complete as many lead abatement projects as possible in a one year period of time. The project includes 109 units over the course of two year-long contract periods. All completed homes must pass a Lead clearance test post remediation to be considered complete. All abatement techniques must be acceptable under EPA standards. All home remediation work must be completed within ten calendar days from receipt of contract set and must meet all uniform relocation/homeowner displacement requirements. When an awarded vendor has completed a contract set of five homes, they will be given another contract set of five homes to be completed. This rotation will continue until the end of the contract period or until all homes are remediated. Vendors that fail to meet the 10 day completion timeframe and/or adherence to lead safe housing remediation rules (found in the provided link) may not be given additional contract sets. Awarded contractors that do not currently hold the proper lead abatement certification as outlined in this document will be considered Provisional Candidates and will not receive a contract set until they have provided proof of certification. Provisional Candidates will be allowed to take the necessary education requirements to become a qualified lead firm. The City of Longview Lead Hazard Reduction program may reimburse qualified awarded contractors for successful completion of certification. These reimbursement funds are limited and will be used on a first come first serve basis. See Section titled **Provisional Candidates** for more information. Awarded contractors will be re-evaluated every quarter based on rate of completion clearance compliance and adherence to lead safe housing practices. Any contractor found to be out of compliance to lead safe housing practices will not be given additional contract sets.

Provisional Candidates are contractors who have been selected for award but do not currently hold the proper lead abatement certification. Provisional Candidates will be allowed to take the necessary education requirements to become a lead firm. The City of Longview Lead Hazard Reduction program may reimburse qualified awarded contractors for successful completion of certification. These funds are limited will be used on a first come first serve basis.

Contractors will need to select a state authorized lead education service and complete the necessary qualifying education programs and obtain the necessary certification to receive a contract packet. If the contracted entity on the provisional lists receives the education but does not pass the state examination the funds for the education section will not be reimbursed.

Once the state examination is complete the contractor will need to supply proof of successful completion to the community development offices to receive reimbursement for the education funds. The contractor will then be placed on the list for addition to the contract packet rotation.

Designations are not permanent and will be contingent on work completion, expediency / adherence to the ten-day time limit and proficiency within the given field. The city reserves the right to inspect all work and assign these designations as needed at any time during the work cycle of this contract. The City of Longview reserves the right to take any contractor out of the contract rotation at any time.

16.0 PROPOSAL EVALUATION FACTORS:

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. After receipt of all proposals, the Evaluation Committee shall evaluate each proposal using the criteria described in this Section, and may require written clarification to questions raised in the Proposal. The City of Longview will not be liable for any expense incurred in the preparation of the proposals. The award of this Contract shall be made to the Proposer(s) whose proposal, in the opinion of the City of Longview, best meets the established criteria listed herein.

A. Technical: 35 points available

- Ability to be timely responsive to City Job Orders and to customer requests.
- Demonstrated Experience and capacity of Firm, including number of similar types of jobs performed monthly and/or annually, and number of job assignments from the City of Longview that could be handled monthly; number of years firm has been in business, lists of sample successful jobs performed, years of general construction-related experience and years of specific trades experience, and other qualifications of key staff as reported on work history summaries; number of employees, resumes or other data provided.
- Documentation of Technical Expertise relevant to the Category/Categories of Home Repair Services Proposed, For Example: Trade Licensures or Certifications with state or other authorities/associations. History of training for key staff that will perform the contracted work, History of awards/certifications;
- Prior experience working with similar projects: experience working with municipal governments, experience working with federally- or state-funded projects, experience providing services in older housing stock; experience providing home repairs for low and moderate income populations or neighborhoods. All items listed in Scope of Contractor's Service and Scope of City's Services.
- All items submitted with attachments B, E and F

B. Financial and Administrative Capacity: 30 points available

- Number and Quality of Financial / Supplier References; relevance of financial and supplier references.
- Banking Resources; Extent of Line of Credit from Lender(s) Documented evidence of MBE Participation by Contractor or subcontractors.
- MBE Participation is 10 points available of the 30 points available points.
- Completeness of Proposal: All required attachments, forms, etc.

- Past relationship with the City of Longview
- All items submitted with Attachments A,C & D

C. Cost: 35 points available

- Completeness of Proposal Pricing Sheets: Attachment G – Proposal Pricing Sheets must be completely filled out. Proposer must provide pricing for all items listed on Pricing Sheets.
- Reasonableness of prices quoted for services performed.
- Total Cost of all items submitted with Attachment G

17.0 GENERAL PROVISIONS

The Contractor may not assign its rights or duties under an award without the prior written consent of the City of Longview. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

18.0 ERRORS OR OMISSIONS

The Contractor will not be allowed to take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the Contractor shall promptly notify the City of Longview Purchasing Division in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFP are to be reported no later than ten (10) days before time for the RFP response is to be submitted.

19.0 TERMINATION

If this award results in a contract, it shall remain in effect until the contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by the City within a thirty (30) day written notice prior to cancellation. In the event of termination, the City of Longview reserves the right to award a contract to next lowest and best Contractor as it deems to be in the best interest of the City of Longview. Further, the City of Longview may cancel this contract without expense to the City in the event that funds have not been appropriated for expenditures under this contract. The City of Longview may return any delivered but unpaid goods in normal condition to the Contractor, as needed in the City's best interests.

20.0 TERMINATION, REMEDIES, AND CANCELLATION

Right to Assurances. Whenever the City has reason to question the Contractor's intent to perform, the City may demand that the Contractor(s) give written assurances of Contractor's intent to perform. In the event such a demand is made, and no assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the contract.

21.0 CHANGE ORDERS

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Longview's Community Development Division.

22.0 APPLICABLE LAW AND VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

23.0 STORM WATER MANAGEMENT

STORM WATER MANAGEMENT: Contractor shall implement best management practices (BMPs) to prevent storm water pollution to the maximum extent practicable in accordance with the City of Longview's Storm water Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
 - (1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
 - (2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
 - (3) minimizing the impact to the public health and the environment;
 - (4) neutralizing the effects of the incident;
 - (5) removing the discharged or spilled substances; and
 - (6) managing the wastes.
- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

24.0 CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

25.0 INSURANCE

The awarded Contractor and all subcontractors shall carry insurance in the types and amounts for the duration of this agreement as listed below, and furnish certificates of

insurance along with copies of policy declaration pages and policy endorsements as evidence thereof. All General Liability and Business Auto Policies should name the City of Longview as an Additional Insured by endorsement. Contractor shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

Coverage and Limits:

Commercial General Liability (CGL) Insurance:

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate Limit
Non-Profit Organization Liability or Directors & Officers Liability
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate Limit

Directors and Officers Liability coverage shall be in force and may be provided on a claim's made basis. This coverage may also be referred to as Management Liability, and shall protect the insured against claims arising out of alleged errors in judgment, breaches of duty and wrongful acts arising out of their organizational duties. Coverage shall protect not only the entity, but all past, present and future directors, officers, trustees, employees, volunteers and committee members.

Business Automobile Liability Insurance:

\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per person per occurrence
\$2,000,000 Aggregate

Insurance policy shall be endorsed to cover "Any Auto", defined as autos owned, hired, and non-owned.

Pending availability of the above coverage and at the discretion of City, the policy shall be the primary responding insurance policy versus a personal auto insurance policy if or when in the course of Contractor's business as contracted herein.

Worker's Compensation Insurance:

\$250,000 per person
\$500,000 per occurrence for bodily injury

PART B: Employer's liability

\$100,000 Each accident/occurrence
\$100,000 Disease - per each employee
\$500,000 Disease - policy limit

The Workers' Compensation Insurance policy shall be endorsed to include a waiver of subrogation, also referred to as a waiver of rights of recovery, in favor of City.

26.0 CONTRACT CONSTRAINTS AND CONDITIONS

All services shall be provided in accordance with applicable requirements and ordinances of the City of Longview, laws of the State of Texas, and applicable federal laws. The Contract(s) awarded from this RFP shall be executed for a one (1) - year initial term with two (2) one-year options to renew at the City's sole discretion.

27.0 SUBCONTRACTING

Subcontracting is allowed with the contract. Awarded contractor shall disclose to the City of Longview Community Development Division all subcontractors that will be present on project locations prior to performing any services. All subcontractors must have and maintain all insurance requirements listed in the RFP. City of Longview shall be listed as additional insured on all required insurance. Awarded Contractor is responsible for delivery of proof of insurance for his subcontractors to the Community Development Division. Awarded contractor shall be responsible for all levels of work performance of his subcontractors.

All insurance listed is required for both awarded contractors and subcontractor. Both awarded contractor and all subcontractors are required to provide proof of coverage showing City of Longview as added insured before performing any services.

28.0 PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES.

The CONTRACTOR agrees that he will indemnify and save the OWNER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

29.0 BUSINESS DIVERSITY ENTERPRISE (BDE) PROVISION:

It is the policy of the Community Development Division of the City of Longview to ensure that Minority Business Enterprises (DBE) have an equal opportunity to receive and participate in the HUD assisted contracts for the Lead Hazard Reduction Grant Program.

It is the policy of Community Development Division to ensure that DBEs, as defined in 24 CFR, have an equal opportunity to receive and participate in HUD-assisted contracts. It is also our policy:

- To ensure nondiscrimination in the award and administration of HUD-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for HUD-assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 24 CFR eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in HUD-assisted contracts;
- To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

CDBG Division of the City of Longview will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by HUD assisted contracts on the basis of race, color, sex, or national origin, familial status and disability.

All proposers shall note that it is the policy of the Community Development Division of the City of Longview to ensure the full and equitable participation of Minority Business Enterprises (MBEs) in the procurement of services \$2,000 or more.

The following information shall be submitted with the proposal and shall include:

The company name, address, point of contact, email address, office and fax telephone numbers of the MBE subcontractors and suppliers (If any); A detailed description of the work to be performed or supplied by each MBE; State the MBE percentage level of commitment achieved in the past (if applicable); and Provide the same identification information for all non-MBE participants

It is important to note that only MBE subcontractors and suppliers that perform a commercially useful function may count as a MBE. If the Proposer is certified as a Disadvantage Business Enterprise, Minority Business Enterprise, Small Business Enterprise or Women-Owned Business Enterprise firm, it is not permissible to count itself or its subsidiary-owned companies as an MBE.

Proposers must obtain MBE listings from the following website: <https://mycpa.cpa.state.tx.us/tpasscdblsearch/tpasscdblsearch.do> This will ensure that Proposers are acknowledging MBE firms currently certified by Comptroller of Texas

If an Offeror (regardless of certification status or if a non-D/M/W/MBE), however, forms a joint venture with one or more MBEs, the MBE joint venture percentage participation will be counted. The appropriate City of Longview Joint Venture form must be submitted for review and approval in order for it to be counted. The City of Longview strongly encourages joint ventures.

If Offeror failed to work with MBE's, in part or in whole, then a detailed explanation must be submitted to explain the Good and Honest Efforts your firm made to secure MBE participation. The MBE commitment will be part of the final weighted selection criteria.

30.0 PAYMENT- PAY REQUEST PROCEDURES

- All payments will be processed net 30 days from receipt.
- Accounts payable pays invoices for the city of Longview weekly. All pay requests for this grant, however, must be approved by the OLHCHH. Invoices are due to Community Development Division for approval each Monday by 10:00 a.m. Payment is available each concurrent Friday for both electronic funds transfer (EFT) payments and paper checks. This must be post clearance inspection and on-site verification of completion of the last line item.
- All invoices will need to be sent to the Community Development Division for approval prior to the clearance and final inspection.
- All invoices must be accompanied by all subcontracting invoices pertaining to that request and any further documentation clarifying and denoting completion.
- Payments cannot be processed without the above mentioned documentation and process.
- All homes must pass a Lead clearance test post remediation to be considered complete and qualify for payment. All abatement techniques must be acceptable under EPA standards. All completed homes will be inspected and if the work is found to be completed in accordance with the contract the work will be accepted and approved by City of Longview and invoice will be forwarded to Accounts Payable Department for payment processing.
- All payment terms shall be "Net 30 Days" unless otherwise specified in the proposal.

31.0 CERTIFICATE OF INTERESTED PARTIES FORM 1295

The successful Proposer is required to complete online and notarize the Certificate of Interested Parties Form 1295 and the form must be submitted to the Purchasing contact listed in the solicitation before the purchase/contact will be presented to the City Council. The form may be completed at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

32.0 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:

Chapter 2270 of the Texas Government Code prohibits the City from entering into a contract with a company unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term "boycott Israel" has the meaning assigned by Section

808.001 of the Texas Government Code. The required verification is included with and made a part of this RFP, and the same or substantially similar language must be made a part of the final contractual agreement between the City and the successful bidder.

33.0 CHANGE IN COMPANY NAME OR OWNERSHIP

The Contractor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

34.0 SCOPE OF CONTRACTOR'S SERVICES

The City of Longview (City) is requesting proposals from qualified and experienced Contractor(s) to provide Lead Hazard Reduction Control Services on behalf of low and moderate income homeowners in the City of Longview. Lead Hazard Reduction Control Services include, but are not limited to home repair services such as weatherization service. The anticipated total budget for these contracted services is expected to be up to \$960,000 through the contract periods ending March 2022.

Multiple contractors are proposed to be selected for award to meet program needs in the six categories of home repair services in this RFP. Awarded contractors must have certification for or certified subcontractors to perform lead hazard abatement, rehabilitation and revitalization services (which includes, but not limited to lead hazard control services, plumbing services, HVAC services, roofing services and electrical services). Proposers must submit proposals which include the ability to perform all categories of services listed in this RFP. Failure to submit a proposal that covers all requested categories may be disqualified. The only exception will be for contractors wanting to obtain their lead hazard abatement certification. Once awarded a City contract, specific jobs will be assigned to the selected contractors on a project basis, based on the nature of the homeowner's repair need. Each contracted entity will receive a Lead Hazard Remediation Project Packet Contract that contains five housing units. Depending on the expediency and performance of the contract packet the contracted entity may have the ability to be awarded a successive project packet contract that contains five (5) more housing units. This rotation will continue until all identified houses are remediated or the contract ends, whichever comes first. It is the intent of this process for each housing unit to be assigned to only one contractor. Some assigned home repairs may require multiple trades to effectively complete the requested work; therefore, proposers are expected to subcontract or retain multi-skilled staff, so that tasks outside their specialized category of service are appropriately addressed. Contracts will be administered by the Rehabilitation and Construction Division of the City of Longview Community Development Division. Contractors will be expected to provide professional quality services, and to obtain all appropriate Building Inspection Permits as applicable to each job assigned.

Proposals must be submitted in accordance with the conditions and instructions outlined in this RFP. Proposals will be evaluated based on the overall evaluation criteria established in this RFP.

Proposers shall include the full name and address of the firm and its parent or affiliate company if a Proposer is a subsidiary or affiliate on each section of the proposal submission.

Proposals from subcontractors will not be accepted.

35.0 THIS RFP IS INTENDEND TO ACHIEVE THE FOLLOWING OBJECTIVES:

Provide the maximum feasible number of timely and quality home repair services to qualified low-income beneficiaries of the City of Longview's housing repair programs.

Promote participation by small local businesses in City of Longview service delivery.

Provide opportunities for local contractors and their staff to obtain federally- and state-required training for Lead Hazard Reduction services, safe work practices, and other construction methods as required by the Renovation and Repair Rule of the U.S. Environmental Protection Agency, regulations of the Texas Department of State Health Services, and applicable HUD regulations (the Lead Safe Housing Rule at 24 CFR 35, and guidance of the Office of Lead Hazard Control Healthy Homes - OLHCHH).

Provide quality customer service to housing program beneficiaries.

Support the City's overall goals for preservation of housing stock and neighborhood revitalization.

The purpose of the CDBG Rehab Program is to provide repairs and improvements that enhance energy efficiency and reduce energy costs for eligible beneficiary households, provide urgently needed health-and-safety related repairs for homeowners lacking the financial capacity to do so themselves, and reduce or eliminate the health hazards of Lead Based Paint in housing built before 1978 that is occupied by income-eligible families, explicitly families with children under 6 years of age.

36.0 SAFETY

Construction sites opening May 1, 2020 for in-person operations must designate a "Pandemic Safety Officer" at each project or work site. Their primary responsibility will be to convey, implement and enforce the social distancing and other requirements of the Construction Industry Guidance. Find more about keeping construction sites safe for all personnel at: <https://eriecountypa.gov/wp-content/uploads/2020/04/Construction-Industry-Guidance.pdf>

Also see document titled "Safety Protocol for Housing Production Division May 7, 2020 "for additional information.

37.0 SCOPE OF CITY'S SERVICES

Home Repair Services and Construction activities are listed in six categories:

Category 1: CDBG Rehab Services

This category provides services for the City's CDBG Rehab Program. Services will include but not be limited to: attic and wall insulation, attic ventilation, weather-stripping, caulking, replacement of windows and doors, energy efficiency improvements, and related items, and may also include any associated limited electrical or general carpentry/construction work, or lead-safe work practices. Services for the CDBG Rehab Program are provided throughout the City of Longview.

An estimated 130 homes will receive weatherization services annually (including HVAC or electrical services for the CDBG Rehab program), with approximately \$120,000 awarded for these services each year.

Category 2: Heating, Ventilation, and Air Conditioning Services (HVAC)

This category provides additional services for the City's CDBG Rehab Program. Services will include but not be limited to: repair or replacement of heating and air conditioning systems, including any associated limited electrical or general carpentry/construction work, or lead-safe work practices, necessary to effectuate quality repair services.

Category 3: Plumbing Services

This category provides additional clarification to the CDBG Rehab program. Services will include but not be limited to: repair/replacement of water, sewer or gas lines; repair/replacement/ resetting of bathroom fixtures; and any associated limited general carpentry/construction work or lead-safe work practices necessary to effectuate quality repair services (For example: replacement of bathroom subfloor and flooring).

Category 4: Roofing Services

This category provides roof repairs or replacement for the Priority Repair Program, Lead Hazard Reduction Program, and Healthy Homes Program. Services will include but not be limited to: removal and replacement of shingles and rolled roofing, repair/replacement of decking; framing/carpentry for rafter repairs; including any associated limited general carpentry/construction work or lead-safe work practices necessary to effectuate quality repair services (For example: repair/replace rotted eaves/fascia board.)

Category 5: Electrical Services

This category provides electrical repairs or replacements for the Priority Repair Program, and Healthy Homes programs. Services will include but not be limited to: installation of new electrical service to replace inadequate or non-functioning electrical service (breaker box); installation of GFCI outlets and associated connections; grounding and bonding of water lines and gas lines; and including any associated limited general carpentry/construction work or lead-safe work practices necessary to effectuate quality repair services.

Category 6: Lead Hazard Control Services

This category provides Lead Hazard Interim Controls services for the City's LBPHRD Program. Services will include but not be limited to: lead-safe work practices, abatement, enclosure and encapsulation, scraping/prepping and painting interiors and exteriors; replacement or installation of exterior siding; replacement/installation of windows or window-frames, and of interior/exterior doors and doorframes; and any associated general carpentry/construction work necessary to effectuate quality services and meet HUD compliance requirements. Lead Hazard Reduction Program: \$960,000 Over 2 years: At least 109 homes will receive Lead Hazard Reduction Services over 2 years.

38.0 PROPOSAL FORMAT

The proposal itself should be organized and presented in the following format and informational sequence:

1. Signature Verification Form/Offer Statement and Business Information-Attachment A

The first page of this document, Bid Cover Page, must be completed and signed by the owner or other party authorized to execute contracts. Attachment A contains a Signature Verification Form that the Bidder must fill out and attach in the event that they wish to assign authorization to execute contracts to any other person(s). Unsigned proposals will be rejected.

2. Scope of Work Summary Attachment B

1. Prefacing the Proposal, the Proposer shall provide a Work Summary of three (3) pages or less, which gives in brief, concise terms, a summation and written narrative of the Proposal. The summary shall include a brief statement of intent to perform the services, qualification for selection, and signature of an authorized officer of the firm who has legal authority in such transactions. In addition, the Proposer's Summary shall expressly state that, should the enclosed proposal be accepted, the Proposer agrees to enter into a contract under the terms and conditions as prescribed by this Request for Proposal. Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced within the

Summary. If there are no exceptions, the Proposer must expressly state that no exceptions are taken. Complete and attach Attachment B. Proposer may add extra pages as needed.

- 3. Past Performance and Financial Qualifications -Attachment C**

Complete and attach the applicable form. Attach any supporting documents referenced on the form (licenses, certifications, resumes of key staff, etc.)
- 4. Financial References -Attachment D**

Complete and attach the applicable form.
- 5. Contractor Technical Qualifications Questionnaire -Attachment E**

Complete and attach the applicable form, regarding bidder's qualifications with Lead-based Paint Hazards and related expertise. PLEASE NOTE: The City of Longview Lead Hazard Reduction program will reimburse for Lead- Based Paint Hazard training and certifications for qualified contractors selected under this RFP, who desire to obtain this certification for themselves and their workers. Bidders should attend the pre-proposal conference for more information on this issue.
- 6. Qualifications and Reference Sheet -Attachment F**

Complete and attach the applicable form.
- 7. House Bill 89 Verification Form**

Complete applicable form and have notarized.
- 8. Conflict of Interest Disclosure Requirement**

Complete and attach the applicable form.
- 9. Copies of Licenses/Certificates (*Examples: HVAC, Plumbing, Electricians' Licenses and Certifications, Lead-Based Paint Worker Certifications, etc.*)**
- 10. Proposal Pricing Sheets -Attachment G**

Attachment G of this RFP contains the pricing sheets, itemizing most common home repair items and services to be performed. Attachment G has separate tabs for each category of work to be performed. The bidder shall submit one (1) USB flash drive containing the Attachment G pricing sheets. Paper copies of Attachment G-Proposal Pricing Sheets shall also be included in sealed Proposal package. Proposer's name and address shall be marked on the outside of the envelope and on the USB flash drive containing the pricing sheets.

Safety Protocol for Housing Production Division

May 7, 2020

All Certified Occupancy Specialist Advanced (COSA) staff, contractors, and homeowners and tenants are required to comply with the Mayor's Declaration of Public Health Emergency Regarding COVID-19.

When program rules require additional safety measures, such as but not limited to specific Personal Protective Equipment (PPE) requirements when dealing with lead-based paint, the program rules must be followed. Once lead remediation begins all state certified personnel working on that project must follow Texas regulations which are more stringent than current COVID-19 protocols. Occupants are issued an Occupant Protection Plan (OPP) before any Lead Based Paint Abatement work starts describing their responsibility in observing the designated restricted areas during remediation.

All employees, contractors, visitors, and members of the public who enter a City owned or operated facility, will be screened for COVID-19 symptoms prior to entry in compliance with the Governors Open Texas minimum standards for health protocols. Screening employees requires that any employee who has signs or symptoms of COVID-19 be sent home.

Entering a COSA Owned or Operated Facility

- Screeners will verbally ask everyone to answer yes/no to questions on a listing of potential COVID symptoms before entering the facility.
- Screeners will also "look for visible signs" of COVID symptoms.
- Screeners will take the temperature reading of each person entering the facility using a non-contact thermal thermometer.
- Anyone who answers yes to any of the questions or shows visible signs of symptoms or has a temperature of greater than or equal to 99.6 degree, will not be allowed in the building.
- COSA staff not allowed into the building must contact their supervisor and then HR.

Contractor Walk-Thru, Progress Site Visits and Unit Turnover

- COSA staff will contact the homeowner or tenant and contractor to schedule the site visit. At that time, COSA staff will ask homeowner or tenant and contractor if anyone in their home is ill or recovering from an illness. If yes, COSA staff will reschedule the appointment for a later date.
- COSA staff will provide the homeowner or tenant with an estimate of how long we plan to be onsite.
- COSA staff will advise homeowner and the contractor that they must follow the proper COVID-19 protocol for social distancing.
- All staff, contractors and household member over the age of 10 must wear a face covering during the entire site visit. Contractors and homeowners or tenants are responsible for procuring their own PPE.
- During the site visit, COSA staff will request that the homeowner and the contractor not follow staff or each other into areas where social distancing can't be maintained. These areas may include hallways and bathrooms.
- If the homeowner or tenant or contractor will not maintain appropriate social distancing (except where social distancing is not possible) or wear a face covering, staff will terminate the site visit.

- COSA staff will apply hand sanitizer before and after entering the home for the site visit (hand sanitizer to be provided by the department) and wash their hands with soap and water as soon as possible.
- Contractors will apply hand sanitizer before entering the home. Contractors must provide their own hand sanitizer.
- No physical contact is to take place among any attending the site visit. This does not include physical contact among people of the same household.
- COSA staff or contractors will not touch any surfaces in the home unless required.

During Construction

- Contractors must comply with the Mayor's Declaration of Public Health Emergency Regarding COVID-19.
- Purchasing PPE is the responsibility of the contractor.

Legal Document Signing

- COSA staff will contact the homeowner to schedule the visit. At that time, COSA staff will ask homeowner if anyone in the home is ill or recovering from an illness. If yes, COSA staff will reschedule the appointment for a later date.
- COSA staff will advise the homeowner that they must follow the proper COVID-19 protocol for social distancing and wear a face covering while at COSA offices meeting with staff. Staff must inform the client that only the homeowners or tenants required to sign documents are allowed in the building at 1400 S. Flores Street.
 - If the homeowner is unable to ambulate on their own, then they can bring one person to assist them. All parties must wear a mask or cloth face covering over their nose and mouth (Includes: homemade masks, scarfs, bandanas, or handkerchiefs).
 - Staff will ask the homeowner not to bring their children. If they have nowhere to leave their children, then children over the age of 10 must wear a mask or cloth face covering.
- COSA staff must reserve a meeting room for all case closings or contractor meetings.
- COSA staff must disinfect writing utensils, the table, chairs, light switches and doorknobs in the meeting room before and after the meeting.
- COSA staff must wash their hands before and after the meeting with soap and water.
- Staff will provide the homeowner and contractor the opportunity to wash their hands before and after the meeting.
- No physical contact is to take place among any of those attending meeting. This does not apply to members of the same household.
- All parties not of the same household must always maintain social distancing during the meeting.

The Use of City Assigned Vehicles

- If city staff not living in the same household are traveling in a city vehicle together, face coverings must be worn.

- After every use, staff must wipe down all surfaces in the vehicle with disinfectant wipes, disinfectant spray or soap and water
- Areas to wipe down
 - o Door handles (inside and out)
 - o Key
 - o Steering wheel
 - o Dashboard and center console
 - o Gear shifter and turn signal handle
 - o Radio knobs
 - o Seats
 - o Rearview mirror
 - o Gas cap (if applicable)

39.0 SAMPLE CONTRACTS

The following Exhibits A-C (pages 27- 48) contain sample contracts. The purpose of this section is to allow potential proposers to become familiar with the types of contracts that will be required after the proposal award and upon receipt of each set of packets. **This section contains samples and is for reference only.** City of Longview and Community Development Division reserve the right to amend as necessary as federal regulations may provide.

EXHIBIT A: EXAMPLE OF JOB ORDER CONTRACT (JOB)

CITY OF LONGVIEW

JOB ORDER CONTRACT (JOC) SERVICES CONTRACT

HOME REPAIR SERVICES –(insert name of PROGRAM)

This Contract, made and effective as of the last date executed by a Party hereto (“Effective Date”), is by and between the **CITY OF LONGVIEW**, a Texas home-rule municipal corporation (“**City**”) and -----(**insert name of contractor here**)-----, authorized to do business in the State of Texas (“**Contractor**”). City and Contractor may be referred to herein individually as a **Party** and collectively as the **Parties**.

WITNESSETH: That for and in consideration of the payments and agreements to be performed by the City, Contractor hereby agrees with City to commence and complete the Job Order Contract Services described herein.

ARTICLE 1. DEFINITIONS

“**Abatement**” means a measure or set of measures designed to permanently eliminate lead- based hazards or lead-based paint. Abatement strategies include the removal of lead-based paint, Enclosure, Encapsulation, replacement of building components coated with lead-based paint, removal of lead-contaminated dust, and removal of lead-contaminated soil or overlaying of soil with a durable covering such as asphalt (grass and sod are considered Interim Control measures). All of these strategies require preparation; cleanup; waste disposal; Post-Abatement clearance testing; recordkeeping; and, if applicable, monitoring.

“**Building Code**” means the City’s Building Code as amended from time to time.

“**Building Permit**” means any permit received from the City’s Planning and Development Department to perform the Work on a Housing Unit.

“**Business Diversity Enterprise Ordinance**” or “**BDE**” means the City’s Business Diversity Ordinance, Ordinance No. 20020-12-2011.

“**CDBG**” means Community Development Block Grant.

“**CDBG Regulations**” means regulations found at 24 CFR Part 570 *et seq.*

“**Contract Documents**” means, collectively, this document, the Job Order, the General Conditions **Attachment A**, the RFP and Contractor’s Response to the RFP, and all other Attachments and other documents that are attached or incorporated herein by reference.

“**Contractor Personnel**” means employees, staff or subcontractors employed or hired by Contractor to perform Work under this Contract.

“**Encapsulation**” means any covering or coating that acts as a barrier between lead-based paint and the environment, the durability of which relies on adhesion and the integrity of the existing bonds between multiple layers of paint and between the paint and the substrate.

“**Enclosure**” means the use of rigid, durable construction materials that are mechanically fastened to the substrate to act as a barrier between the lead-based paint and the environment.

“**EPA**” means the United States Environmental Protection Agency.

“**EPA’s Renovation, Repair and Paint Rule**” or “**RRP Rule**” means 40 CFR Part 745, as amended from time to time.

“**Housing Unit**” means a residential unit occupied by a household eligible for services under any of the City’s Home Repair Services Programs and includes the real property on which the Housing Unit is located.

“**Interim Controls**” means a set of measures designed to temporarily reduce human exposure or possible exposure to lead-based paint hazards. Such measures include, but are not limited to, specialized cleaning, repairs, maintenance, painting, temporary containment, and the establishment and operation of management and resident education programs. Monitoring, conducted by owners, and reevaluations, conducted by professionals, are integral elements of Interim Control. Interim Controls include dust removal; paint film stabilization; treatment of friction and impact surfaces; installation of soil coverings, such as grass or sod; and land use controls. Interim Controls that disturb painted surfaces are renovation activities under EPA’s Renovation, Repair and Painting Rule.

“**HUD**” means the United States Department of Housing and Urban Development.

“**HUD Guidelines**” means the U.S. Department of Housing and Urban Development Guidelines for the Evaluation of Lead-Based Paint Hazards in Housing, Second Edition, July 2012, as may be amended from time to time.

“**Job Order Contract**” or “**JOC**” is a Firm Fixed Price, Indefinite Delivery/Indefinite Quantity governing agreement for the Work (“**Project**”).

“**Job Order**” means an itemized list of the Work which contains sufficient detail to determine quantities and quality, and the time for performance. It includes any specifications and drawings required by City together with any change orders approved by City and Contractor. Work on a Housing Unit will be authorized by an individual Job Order on an as-needed basis. See sample Job Order **Attachment B**.

“**Lead Safe Housing Rule**” means the regulations found at 24 CFR Part 35 subparts B-R.

“**LIHEAP**” means Low Income Heating and Energy Assistance Program, funded with grant funds from the United States Department of Health and Human Services.

“**Owner**” means the owner of the Housing Unit to be abated.

“**Request for Proposals**” or “**RFP**” means the Request for Proposals for Lead Demonstration Grant RFP No. 15-0134 issued February 16, 2015.

TDHCA means Texas Department of Housing and Community Affairs, which administers the WAP and LIHEA Pprograms

Texas Administrative Code means regulations of the State of Texas that govern the administration of LIHEAP and DOE weatherization grant programs.

“**Texas Environmental Lead Reduction Rule**” or “**TELRR**” means 25 TAC 295.201-220, as amended from time to time.

“WAP” means Weatherization Assistance Program, funded with grant funds from the United States Department of Energy

“Work” means the Home Repair Services provided by contractor under this contract, including any Weatherization, HVAC, Plumbing, Electrical, Roofing, Lead Hazard Reduction, or related rehabilitation and repair work performed on a Housing Unit required by a Job Order and the Contract Documents, whether completed or partially completed, and which includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract Documents

Primary awards will receive immediate ability to start work with a contract set award of five homes All home remediation work must be completed within ten calendar days to uniform relocation/ homeowner displacement requirements. Primary awards will be given to the lowest qualified bid. All homes must pass a Lead clearance test post remediation to be considered complete All abatement techniques must be acceptable under EPA standards. If the primary contracted entity completes their set of five they will be awarded a concurrent set Secondary contractors will be awarded the second set of five homes one the list. note these projects will be completed with the conjunction of the primary contractors work Contract packets will be awarded based on job completion and adherence to Lead safe housing remediation rules found in the link above. Provisional candidates will be allowed to take the necessary education requirements to become a lead firm. These funds will be used on a first come first serve basis. contractors will need to select a state authorized lead education service and complete the necessary qualifying education programs to be considered for placement on the primary or secondary lists if the contracted entity on the provisional lists receives the education but does not pass the state examination the funds for the education section will not be reimbursed. Once the state examination is complete the contractor will need to supply proof of completion to the community development offices to receive reimbursement for the education funds. the contractor will then be placed on the secondary list for addition to the contract packet rotation.

ARTICLE 2. SCOPE OF SERVICES

The following section are contractual examples that are subject to change given the most current guidelines given by HUD to ensure proper service completion in the lead hazard reduction demonstration grant. These are meant as an aid to help in the understanding of the scope of the contractual services to be rendered.

- A. Contractor agrees to provide the City with ----- insert Category and Program name here and construction management services for the purpose of assisting income-eligible and otherwise qualified residents with Home Repair Services in a Housing Unit. Activities shall include but not be limited to----- (insert list of services relevant to Category of Work being performed). All Work shall be performed in accordance with the TELRR, the HUD Guidelines, the Lead-Safe Housing Rule, CDBG Rehab or LBPHRDG regulations, and any other applicable regulations regarding performance of these home repair services with the use of the specified funds.
- B. Contractor acknowledges that the Project is assisted in whole or in part with -----insert funding source here ----funds and that any Job Order and the Work shall be performed in accordance with CDBG requirements, including the requirements of the CDBG Regulations as more particularly set out in **Attachment A**.
- C. Contractor shall do everything required by the Contract Documents for each Job Order including furnishing all of the labor, materials and equipment necessary to perform the Work. As applicable for the particular job assigned, all Work shall be performed by workers qualified for the activities according to HUD’s Lead Safe Housing Rule, and who are trained and certified by the Texas Department of State Health Services, Environmental Lead Branch, or by workers trained and certified under the EPA Renovation and Repair Rule.
- D. Contractor must perform the Work in accordance with the Building Code and all other relevant City, State and Federal building codes and any other applicable laws, ordinances and regulations. To the extent of conflict between any of the foregoing codes and standards, the more restrictive shall apply. Inconsistencies or

conflicts between the Building Code and this Contract shall be resolved in favor of the Building Code. If it is necessary to modify this Contract to comply with the Building Code, then the Parties shall execute a written modification.

- E. City will inspect all completed Work before payment to the Contractor is approved. Contractor must repair or replace all Work and materials that do not pass inspection. Such repair or replacement of Work shall be completed within 2 working days from written notification of the need for such repair or replacement by City. If the Work fails to pass final inspection, Contractor will be responsible for any fees associated with the re-inspection as well as any other fees or costs resulting from the failure of the Work to pass final inspection. For work performed on the Lead Hazard reduction program, Contractor will be responsible for any fees associated with an additional clearance test, such as testing of dust wipes, as well as other associated costs; **such costs may include the cost of lodging or any other additional relocation expenses for the Housing Unit's occupants.**
- F. Contractor shall not solicit or contract with occupants or Owners to perform additional work on the Housing Unit for minimum of 6 months after the Work is complete.
- G. Contractor shall be responsible for moving furniture and/or safe storage of the occupants' furniture and personal belongings if necessary to perform the Work. Contractor is required to provide proof of insurance and adequate, safe storage of the occupant's furniture and personal belongings when applicable for the duration of the Work

ARTICLE 3. INSURANCE REQUIREMENTS

Contractor shall not commence Work until it has obtained all insurance coverage described in **Attachment A** and proof of such coverage has been received and approved by City.

ARTICLE 4. TIME OF COMPLETION

City shall provide Contractor a written Notice to Proceed for each Job Order which states a date for commencement and a date for completion of the Work. Contractor shall complete the Work within the number of calendar days specified in the Job Order. Approved change orders may extend the completion date. The time for completion of the Work is an essential element of this Contract. Contractor acknowledges that failure to complete the Work within the stated number of calendar days may result in suspension or termination of this Contract.

ARTICLE 5. TERM OF CONTRACT

This Contract shall commence as of the Effective Date and shall automatically expire upon the earlier of the expenditure of -----**insert estimated award amount here** ----- or 1 year from the Effective Date (the "**Expiration Date**"), if not terminated sooner or extended as described below. No Job Order shall be issued after the Expiration Date. However, any Job Order with Work still in progress, Contractor's obligation to cure or remedy defective Work, and Contractor's warranty and indemnification obligations shall survive the Expiration Date or earlier termination of this Contract.

This Contract shall be renewable at the City's option, and upon Contractor's written acceptance, for 1 additional two-year term. If City exercises its option to renew, it will do so by providing written notice to Contractor at least **10** calendar days prior to the Expiration Date. If City exercises a renewal option, the additional term shall be deemed to include this option provision as well as all other terms, conditions and price structures of this Contract unless specifically changed or modified in writing executed by the Parties.

CONTRACTOR ACKNOWLEDGES AND AGREES THAT THERE IS NO GUARANTEE THAT A SPECIFIC DOLLAR AMOUNT WILL BE SPENT UNDER THIS CONTRACT.

ARTICLE 6. PAYMENT FOR SERVICES

- A. City shall pay Contractor for each Job Order based on the prices in **Attachment C** upon City's acceptance of the completed Work and submission by Contractor of a detailed invoice.

- B. City shall have the unconditional right to withdraw a Job Order at any time so long as it has not issued a Notice to Proceed. If a Job Order is withdrawn, Contractor shall not be entitled to any compensation or reimbursement of any costs incurred by the Contractor for the withdrawn Job Order so long as the City has not yet issued a Notice to Proceed.
- C. For a Job Order to become effective, it must (1) be signed by City and Contractor, (2) be for a fixed price, lump sum for the Work, (3) be based on the prices in **Attachment C**, and (4) include a Notice to Proceed. City shall pay Contractor within **30** days of acceptance of Work.
- D. Contractor will not be compensated for any Work outside of the scope of a Job Order or this Contract that is not authorized by City in writing.

ARTICLE 7. LIENS

Contractor shall not place a lien on the Housing Unit and will only look to the City for payment for Work. Placement of a lien on a Housing Unit by Contractor or any subcontractor will be grounds for termination of this Contract for cause.

ARTICLE 8. PERMITS AND INSPECTIONS

Contractor shall apply for all Building Permits and for any other permits required by a Job Order. Separate Building Permits shall be required for each Housing Unit. Contractor shall be responsible for scheduling all City inspections.

All necessary inspections by the City's Planning and Development Department for Building Permits must have occurred in order for final inspection of the Work by the City's Neighborhood Services Department inspectors to be scheduled. Work must pass final inspection by both Planning and Development Department inspectors for Building Permits and Neighborhood Services Department inspectors for all Contract and federal requirements for the Work.

ARTICLE 9. CITY INSPECTION AND ACCEPTANCE OF WORK

Inspection and acceptance of any Work shall be as stated in a Job Order in accordance with the Contract Documents. Work must pass visual inspection and/or any applicable Lead Hazard Control clearance test as required by federal and state laws and be approved by inspectors from both the Planning and Development Department for Building Permits and the City's Neighborhood Services Department for all Contract and federal and state law requirements. For work performed under the Lead Hazard Reduction Program, final inspection may include inspection by the Texas Department of State Health Services, Environmental Lead Branch.

City reserves the right to perform inspections of the Work at any time, and any inspections performed by City or by others on behalf of City shall be for City's sole benefit. The presence or absence of a City inspector does not relieve Contractor from any Contract requirement, and no inspector is authorized to change any term or condition of the Job Order or of the Contract Documents without the City's written authorization. Quality control for the Work is the responsibility of Contractor. Contractor shall, without charge, replace or correct Work found by City not to conform to the Job Order or Contract requirements unless City consents to accept the Work with an appropriate adjustment in the Job Order price.

ARTICLE 10. WARRANTY OF CONSTRUCTION AND MATERIALS

Contractor shall warrant that Work conforms to the Job Order and is free of any defect in material, design furnished, or workmanship performed by the Contractor or any of its design professionals, subcontractors or suppliers at any tier. All Work shall be warranted for a minimum of 1 year from the date of final acceptance of the Work.

All repairs or replacement shall be at no cost or charge to City or the Owner or occupant, whether or not the materials are guaranteed by the manufacturer or supplier.

The warranty shall not be construed to limit or in any way modify any warranties or guarantees placed upon any materials, fixtures or devices by their manufacturers, or any components for which a longer period of warranty is required in this Contract. Contractor shall furnish the owner with all manufacturers' and suppliers' written guarantees, warranties and operating instructions covering materials furnished under this Contract, together with any documentation required for validation.

ARTICLE 11. DELAYS AND EXTENSION OF TIME

Contractor may be granted an extension of time because of change orders, or because of unforeseeable conditions that are deemed by City in its sole discretion as being beyond Contractor's control and which constitute a justifiable delay. Requests for extensions of time must be made in writing no later than **2** calendar days after the occurrence of the delay. Any additional time allowed shall be at no cost to City. Any additional expenses incurred because of Contractor error as deemed by City in its sole discretion, including but not limited to, additional occupant relocation expenses and clearance sampling analysis, will be paid by Contractor.

ARTICLE 12. SUBCONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREAS

For procurement contracts **\$50,000.00** or larger, Contractor agrees to abide by City's policy to involve Minority Business Enterprises ("**MBE**") and Small Business Enterprises ("**SBE**") and to provide them equal opportunity to compete for contracts for construction, provision of professional services, purchase of equipment and supplies and provision of other services required by City. Contractor agrees to incorporate the City's BDE Ordinance, and all amendments or successor policies or ordinances thereto, into all contracts and subcontracts for procurement **\$50,000.00** or larger, and will further require all persons or entities with which it so contracts to comply with said ordinance.

Contractor acknowledges the MBE goals established for this Contract and Contractor's commitment to meet that goal. Any misrepresentation of facts (other than a negligent misrepresentation) and/or the commission of fraud by Contractor may result in the termination of this Contract for cause and debarment from participating in any City contracts for not less than **3** years.

THE MBE GOAL FOR THIS CONTRACT IS 10%. Analysis of whether such MBE goal is met will be measured on an aggregate basis for the entire term of the Contract. Contractor is responsible for contacting the City's M/WBE Office to obtain lists of certified MBE firms in order to meet this goal.

The MBE firm(s) must be located or doing business in the City's geographic market area at the time of the issuance of a Job Order. The City's geographic market includes Tarrant, Parker, Johnson, Collin, Dallas, Denton, Ellis, Kaufman and Rockwall counties. The MBE firm(s) must also be currently certified or in the process of being certified by the North Central Texas Regional Certification Agency or the Texas Department of Transportation Highway Division.

Contractor shall deliver the monthly MBE reports and supporting documentation to the M/WBE Office which will verify that payments have been made to MBE subcontractors on each completed Job Order. On Job Orders that extend over **30** days in duration, the M/WBE Office will verify that payments have been made to the MBE subcontractors for work in-place.

In addition, it is national policy to award a fair share of contracts to disadvantaged business enterprises ("**DBEs**"), small business enterprises ("**SBEs**"), minority business enterprises ("**MBEs**"), and women's business enterprises ("**WBEs**") as defined by federal statutes and regulations. Accordingly, affirmative steps must be taken to assure that DBEs, SBEs, MBEs, and WBEs are utilized when possible as sources of supplies, equipment, construction and services.

ARTICLE 13. RELATIONSHIP OF PARTIES

Contractor shall perform all work and services hereunder as an independent contractor, and not as an officer, agent, servant or employee of City. Contractor shall have exclusive control of, and the exclusive right to control the details of

the work and services performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between City and Contractor, its officers, agents, employees and subcontractors, and the doctrine of respondeat superior has no application as between City and Contractor.

ARTICLE 14. NO THIRD PARTY BENEFICIARIES

This Contract shall inure only to the benefit of City and Contractor and third persons not privy hereto shall not, in any form or manner, be considered a third party beneficiary of this Contract. Each Party shall be solely responsible for the fulfillment of its own contracts or commitments.

ARTICLE 15. SUSPENSION AND TERMINATION

A. Suspension

1. City may suspend the Contract for **30** days and no new Job Orders will be assigned if the following occur **3** or more times:
 - a. Contractor fails to provide adequate supervision at the Housing Unit.
 - b. Contractor fails to obtain appropriate permits and inspections.
 - c. Contractor fails to meet all safety requirements in **Attachment A**.
 - d. Contractor fails to correct deficient work within **2** days as required in **Article 2**.
 - e. Contractor fails to comply with any term of the Contract Documents.
2. City shall provide Contractor written notice of each occurrence in which Contractor has failed to comply with the terms of this Contract. After Contractor has been sent **3** written notices, City may send a notice of **30**-day suspension or termination of this Contract to Contractor.

B. Termination for Convenience

City may terminate this Contract without cause with **30** days written notice to Contractor. Termination of this Contract and receipt of payment for services rendered up to the date of notice of termination are Contractor's only remedies for the City's termination for convenience. Contractor waives any claim (other than its claim for payment for services rendered up to the date of notice) it may have now or in the future for financial losses or other damages resulting from the City's termination for convenience.

C. Termination for Cause

1. City may terminate this Contract for cause for Contractor's default, failure or inability to perform, failure to comply with any of the terms herein, or for other good cause including substandard work. Substandard work shall be defined as material or workmanship that deviates from or falls short of construction standards and practices.
2. Contractor shall be given written notice specifying the portions of the Contract in which Contractor is in default and will be given **15** days to cure the default. The notice of default shall also state the effective date of termination if the default is not cured.
3. If Contractor has not cured the default by the date specified, then City shall terminate the Contract on the date of termination. Contractor shall stop work on the date of termination. Contractor shall not receive any compensation for any Work performed after the date of termination.

- D. Termination does not terminate any provisions of this Contract that have been expressly noted as surviving the Contract's term or termination. Termination shall not affect or terminate any of City's existing rights against Contractor or which may thereafter accrue because of Contractor's default.

- E. Unless otherwise specified elsewhere in this Contract, the rights and remedies contained herein are not exclusive, but are cumulative of all rights and remedies which exist now or in the future.

ARTICLE 16. WAIVER

No waiver by either Party of any default or breach of any term, covenant or condition of this Contract shall operate as a waiver of any future breach or other default, whether of a like or different character or nature.

ARTICLE 17. SEVERABILITY

If any part of this Contract is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party. .

ARTICLE 18. WRITTEN AGREEMENT ENTIRE CONTRACT

This written instrument and the Attachments and Exhibits attached hereto, which are incorporated by reference and made a part of this Contract for all purposes, constitutes the entire agreement by the Parties concerning the work and services to be performed under this Contract. Any prior or contemporaneous oral or written agreement which purports to vary the terms of this Contract shall be void. Any amendments to the terms of this Contract must be in writing and must be executed by each Party to this Contract.

ARTICLE 19. GOVERNING LAW AND VENUE

This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas. The Parties agree that any action with respect to this Contract may only be brought in a court of competent subject matter jurisdiction located in Tarrant County, Texas.

ARTICLE 20. INDEMNIFICATION

CONTRACTOR COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT, WHETHER SUCH CLAIMS ARISE OUT OF CONTRACT OR TORT, SUITS FOR PROPERTY, WHETHER REAL OR PERSONAL, LOSS OR DAMAGE, PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE WORK AND SERVICES TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OF THE OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND INVITEES OF THE CITY; AND CONTRACTOR DOES HEREBY COVENANT AND AGREE TO ASSUME ALL LIABILITY AND RESPONSIBILITY OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FOR ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE WORK AND SERVICES TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OF THE OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND INVITEES OF THE CITY. CONTRACTOR LIKewise COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY AND HOLD HARMLESS CITY FROM AND AGAINST ANY AND ALL INJURIES, DAMAGE, LOSS OR DESTRUCTION TO PROPERTY OF CITY DURING THE PERFORMANCE OF ANY OF THE TERMS AND CONDITIONS OF THIS CONTRACT, WHETHER ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM, IN WHOLE OR IN PART, ANY AND ALL ALLEGED ACTS OR OMISSIONS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES OF CITY.

IT IS THE EXPRESS INTENTION OF THE PARTIES, BOTH CONTRACTOR AND CITY, THAT THE INDEMNITY PROVIDED FOR THIS SECTION INCLUDES INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF CITY'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE INJURY, DAMAGE OR DEATH.

CONTRACTOR AGREES TO AND SHALL RELEASE CITY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY CITY'S SOLE OR CONCURRENT NEGLIGENCE.

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS TO INCLUDE IN THEIR CONTRACTS AND SUBCONTRACTS A RELEASE AND INDEMNITY IN FAVOR OF CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

ARTICLE 21. SURVIVAL

Contractor shall remain obligated to City under all clauses of this Contract that expressly or by their nature extend beyond termination of this Contract, including but not limited to the warranty and indemnity provisions.

ARTICLE 22. LITIGATION AND CLAIMS

Contractor shall give City immediate notice in writing of any action, including any proceeding before an administrative body, filed against Contractor in conjunction with this Contract. Contractor shall immediately furnish to City copies of all pertinent papers received by Contractor with respect to such action or claim. Contractor shall provide a notice to City within **10** days upon filing under any bankruptcy or financial insolvency provision of law.

ARTICLE 23. CHANGES AND AMENDMENTS TO LAW

Any changes in the terms of this Contract which are required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulation. Except as otherwise specifically provided herein, any other changes to the terms of this Contract shall be by amendment hereto in writing executed by the Parties.

ARTICLE 24. PARAGRAPH HEADINGS FOR REFERENCE ONLY; NUMBER

The paragraph headings contained herein are for convenience in reference to this Contract and are not intended to define or to limit the scope of any provision of this Contract. When the context requires, singular nouns and pronouns include the plural.

ARTICLE 25. CONTRACT CONSTRUCTION

The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

ARTICLE 26. CONTRACTOR HAS LEGAL AUTHORITY TO ENTER INTO CONTRACT.

Contractor represents that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Contract and to perform the responsibilities herein required.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, City and the Contractor have each executed and dated this instrument through its duly authorized officers or agents in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

CONTRACTOR:

CITY:

By: _____

By: _____

Assistant Director of
Community Services

Date: _____

Date: _____

SAMPLE

EXHIBIT B: SAMPLE GENERAL CONDITIONS HOME

REPAIR SERVICES

SCOPE

Contractor shall provide all labor, equipment and materials necessary to perform and complete the Work as described in each Job Order. The services include, but are not limited to, -----(Insert scope of work here) ----- . Words used in this Attachment shall have the same meaning as in the Contract unless otherwise defined herein.

CONTRACTOR AND SUBCONTRACTOR QUALIFICATIONS

- Contractor shall familiarize themselves with the quality and quantity of work to be performed and the materials and equipment required.
- Contractor certifies that both Contractor and any subcontractors are licensed, certified and trained to perform the Work. Contractor shall provide proof of all applicable licenses and certificates for itself and for any subcontractors.
- Contractor and any subcontractors may not be debarred or suspended from performing work by any local, state or federal. If Contractor or any subcontractors have been debarred, suspended or are not properly licensed or certified, this Contract shall automatically terminate.
- All necessary licenses and certificates shall be maintained throughout the Contract term. City shall have no responsibility or liability to determine the legitimacy, quality ability or good standing of any subcontractor.
- If specified in the work order, all Work must be performed using Lead Safe Work Practices, and with appropriately trained and certified staff, as defined by HUD and EPA under the Lead-safe Housing Rule and the EPA Renovation and Repair Rule.

SECURITY AND IDENTIFICATION

- A. All Contractor Personnel shall be legally authorized to work in the United States of America. If requested, Contractor shall provide I-9 forms for each individual assigned to the Contract, and documentation supporting the submission of said forms. If requested, Contractor shall provide any “No-Match” letters from the Social Security Administration.
- B. If requested, a complete list of the Contractor's Personnel, including driver's license and social security numbers, will be provided to City. The same information shall be provided prior to the assignment of a new employee if requested by City.
- C. Contractor shall issue identification badges to Contractor Personnel identifying the worker and such identification badge shall be visibly worn at all times during the performance of Work. In addition, Contractor Personnel shall wear uniforms which identify their employer.

INTOXICANTS AND ILLEGAL DRUGS

The use of any kind of intoxicants or illegal drugs by Contractor Personnel while performing Work or Contractor Personnel bringing intoxicants or illegal drugs onto the Work site shall constitute grounds for termination of this Contract for cause by City.

BACKGROUND INVESTIGATIONS

Contractor shall perform a criminal background check on all Contractor Personnel prior to them entering a Housing Unit or performing any Work. Contractor shall ensure that no Contractor Personnel with criminal convictions, felonies or pending criminal hearings will be assigned to perform Work under this Contract. If requested, Contractor shall provide copies of background checks on Contractor Personnel.

DRUG SCREENING

Contractor shall perform drug screenings of all Contractor Personnel and if requested, shall provide certification that all Contractor Personnel are drug free prior to their assignment. Additional drug screening may be requested by City and Contractor, at Contractor's cost shall have such testing performed.

INSURANCE REQUIREMENTS

Basic Coverage Lines and Applicable Policy Limits. Insurance coverage(s) required herein are intended to respond to occurrences which may arise from services and/or goods related to this Contractor shall carry insurance in the types and amounts for the duration of this Contract as listed below, and furnish certificates of insurance along with copies of policy declaration pages and policy endorsements as evidence thereof:

a. Commercial General Liability ("CGL") Insurance

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate Limit

The CGL policy shall be the primary insurance with respect to any other insurance afforded the City.

It shall have no exclusions or endorsements that would alter or nullify premises/operations, products/completed operations, contractual, personal injury or advertising injury which are normally contained within the policy unless City approves such exclusions in writing.

b. Automobile Liability

\$1,000,000 each accident on a combined single-limit basis, or

\$100,000 Property Damage and

\$250,000 Bodily injury per person and

\$500,000 Bodily Injury per person per occurrence.

c. Pollution Insurance

\$1,000,000.00 Pollution Insurance

Coverage shall be a commercial business policy which provides coverage on "Any Auto", defined as any vehicle owned, hired or non-owned. Specifically, this means coverage on any vehicle used by Contractor Personnel in the course of the providing services under this Contract.

d. Workers' Compensation Insurance

Statutory Limits Employer's Liability

\$100,000 Each accident/occurrence

\$100,000 Disease - each employee

\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308 – 1.01 *et seq.* Tex. Rev. Civ. Stat.) and

minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee.

Note: Such insurance shall cover employees performing Work including but not limited to construction, demolition, and rehabilitation. Contractor or its subcontractors shall maintain coverages, if applicable. In the event the respective subcontractors do not maintain coverage, Contractor shall maintain the coverage on such subcontractor, if applicable, for each subcontract.

Contractor is responsible for providing City a 30-day notice of cancellation or non-renewal of any insurance policy and may not change the terms and conditions of any policy that would limit the scope or coverage, or otherwise alter or disallow coverage as required herein.

Certificates of Insurance and Endorsements effecting coverage required by this Section shall be forwarded to both of the following:

**City of Longview Purchasing Division
300 W. Cotton
Street/P.O. Box 1952
Longview, Texas
75601/75606**

**City of Longview Community
Development Division 1202 N
Sixth Street.
Longview, TX 75601**

Additional Insurance Requirements

- a. The City, its officers, employees and volunteers shall be named as an Additional Insured. This requirement does not apply to Workers' Compensation or Automobile policies.
- b. Waiver of rights of recovery (subrogation) in favor of the City of Longview.
- c. The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of City's Risk Management Division. If the rating is below that required, written approval of Risk Management is required.
- d. If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.
- e. Unless otherwise stated, all required insurance shall be written on the occurrence basis. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the Contract and for 5 years following completion of the service provided under the Contract or for the warranty period, whichever is longer. An annual certificate of insurance submitted to City shall evidence such insurance coverage.
- f. Policies shall have no exclusions by endorsements which nullify the required lines of coverage, nor decrease the limits of said coverage unless such endorsements are approved by City. In the event a contract has been bid or executed and the exclusions are determined to be unacceptable or the City desires additional insurance coverage, and the City desires Contractor to obtain such coverage, the Contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.
- g. Any self-insured retention (SIR), in excess of \$25,000.00, affecting required insurance coverage shall be acceptable to and approved by the City's Risk Management Division in regards to asset

value and stockholders' equity. In lieu of traditional insurance, alternative coverage maintained through insurance pools or risk retention groups must also be approved by Risk Management.

- h. Any deductible in excess of \$5,000.00 for any policy that does not provide coverage on a first-dollar basis must be acceptable to and approved by the City's Risk Management Division.
- i. City, at its sole discretion, reserves the right to review the insurance requirements of this Section during the term of the Contract and to modify insurance coverages and their limits when deemed necessary and prudent by the Risk Management Division based on economic conditions, recommendations of professional insurance advisors, changes in statutory law, court decisions, claims history of the industry as well as of the Contractor to the City of Longview or other relevant factors. City shall provide 90 days prior notice of changes to these insurance requirements.
- j. The City shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the party or the underwriter on any such policies.
- k. Any failure on City's part to request certificates of insurance shall not be construed as a waiver of such requirement or as a waiver of the insurance requirements themselves.
 - l. In conjunction with the aforementioned requirements, Contractor must provide the same insurance coverage for any subcontractors employed within the scope of this Contract.

COST FOR WORK PERFORMED

Contractor will perform the Work for the cost shown on the Bid Tabs (**Attachment A**).

GENERAL WARRANTY

Contractor warrants that all labor and materials are of the type and grades specified in the RFP and that labor has been performed in a standard manner. Contractor shall, without cost to the property owner or to City, remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within 1 year from final payment. Contractor shall furnish to occupant all manufacturers' and suppliers' written warranties covering items furnished under this Contract prior to release of the final payment.

COMPLIANCE WITH FEDERAL LAW

1. The Project is subject to the Contract Work Hours Safety Standards Act (CWHSSA), and the Fair Labor Standards Act (FLSA) as supplemented by Department of Labor regulations at 29 CFR Part 5. FLSA sets out the requirements for payment of minimum wages, overtime pay, child labor standards and prohibit wage discrimination on the basis of sex. CWHSSA sets a uniform standard of 40-hour workweek with time and a half the basic rate of pay for all work in excess of 40-hours per week. **FAILURE TO COMPLY WITH THE LABOR STANDARDS REQUIREMENTS CAN RESULT IN THE ESCROW OF FUNDS.**
2. The Project may be assisted in whole or in part by Community Development Block Grant ("CDBG") funds. Should the project be assisted with CDBG funds, any work orders will be subject to the following applicable federal laws including, but not limited to:
 - Regulations at 24 CFR Part 570 pertaining to CDBG ("CDBG Regulations").
 - Title I of the Housing and Community Development Act of 1974 as amended (42 USC 5301 *et seq.*).
 - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 *et seq.*) and its related regulations at 49 CFR Part 24.
 - Title VI of the Civil Rights Act of 1964 (42 USC 2000d *et seq.*).

- Title VIII of the Civil Rights Act of 1968 (42 USC 3601 *et seq.*).
 - Executive Orders 11063, 11246, as amended by Executive Orders 11375 and 12086 and as supplemented by 41 CFR Part 60.
 - The Age Discrimination in Employment Act of 1967 (29 USC 621 *et seq.*).
 - The Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).
 - Section 504 of the Rehabilitation Act of 1973 (29 USC 794 *et seq.*) and 24 CFR Part 8 where applicable.
 - The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*).
 - National Environmental Policy Act of 1969, as amended, 42 USC 4321 *et seq.* (“NEPA”) and the related authorities listed 24 CFR Part 58.
 - The Clean Air Act, as amended (42 USC 7401 *et seq.*), the Clean Water Act of 1977, as amended (33 USC 1251 *et seq.*) and the related EPA regulations at 40 CFR Part 15, as amended from time to time, and Executive Order 11738. In no event shall any amount of the CDBG funds provided under this Contract be utilized with respect to a facility that has given rise to a conviction under the Clean Air Act or the Clean Water Act.
-
- The Immigration Reform and Control Act of 1986 (8 USC 1101 *et seq.*), specifically including the provisions requiring employer verification of the legal status of its employees.
 - Drug Free Workplace Act of 1988 (41 USC 701 *et seq.*) and 24 CFR Part 23, Subpart F.
 - Regulations at 24 CFR Part 87 related to lobbying, including the requirement that certifications and disclosures be obtained from all covered persons.
 - Executive Order 12549 and 24 CFR Part 5.105 (c) pertaining to restrictions on participation by ineligible, debarred, or suspended persons or entities.
 - Copeland “Anti-Kickback “ Act (18 USC 874 *et seq.*) as supplemented in 29 CFR Part 5
 - Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Action (Pub. L. 94A 163, 89 Stat. 871), (53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995).
 - Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 *et seq.*), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*) and implementing regulations at 24 CFR Part 35, subparts A, B, M, and R
 - EPA RULE
 - TELRR RULE
 - Requirement that Law Be Quoted in Covered Contracts. – Certain Requirements Pertaining to Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. Sections 1701 *et seq.*) and its related regulations at 24 CFR Part 135
 - If the work performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the United States Department of Housing and Urban Development (“HUD”), Section 3 of 24 CFR 135.38 (“Section 3”) requires that the following clause, shown in italics, be inserted in all covered contracts (“Section 3 Clause”):
 - **Section to be quoted in covered contracts begins:**
 - *“A. The work to be performed under this contract is subject to the requirements of Section 3 of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. section 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assisted or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and*

very-low income persons, particularly persons 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 of workers with which it has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representatives of the contractor's commitments under this 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 apprentice 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 that it will include this Section 3 clause in every subcontract to comply with regulation 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 finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the subcontractor has been found in violation of regulations in 24 CFR 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. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the subcontractor has been found in violation of regulations in 24 CFR 135.
 - F. Noncompliance with HUD's regulation 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. section 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 given 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 79b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b)."
 - **Section to be quoted in covered contracts ends.**
 - City and Contractor understand and agree that, if applicable to the Project, compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD shall be a condition of the Federal financial assistance provided to the Project binding upon City and Contractor, and their respective successors, assigns and subcontractors. Failure to fulfill these requirements shall subject Contractor and its subcontractors and their respective successors and assigns to those sanctions specified by the grant agreement through which Federal assistance is provided and to such sanctions as are specified by 24 CFR Part 135.
3. Work projects assigned under this contract may be assisted with CDBG Rehab Program (WAP) funds from the Lead Based Paint Hazard Reduction Demonstration grant Program. LBPHRDG from the U.S. Department of Housing and Urban Development. To the extent that any project assigned under this contract is funded through CDBG Rehab or LBPHRDG. Contractor shall comply with all applicable federal regulations as well as any applicable provisions of the Texas Administrative Code and requirements of OLHCHH related to these programs.

4. Contractor covenants and agrees that its officers, agents, employees and subcontractors shall abide by and comply with all other laws, Federal, state and local, relevant to the performance of this Contract, including all applicable City ordinances, rules and regulations and Title I of the Housing and Community Development Act of 1974 (42 USC 5301 *et seq.*), as amended, and the CDBG Regulations, as amended, (24 CFR Part 570 *et seq.*), and the Texas Administrative Code, and federal regulations of the CDBG Rehab, and federal regulations of the Department of Health and Human Services related to LHRDG. Contractor further promises and agrees that it has read, and is familiar with, the terms and conditions of the the above-mentioned federal and state regulations.
5. All information and data arising from the work performed under this Contract shall be the property of the City and may be subject to disclosure to third parties and additionally may be subject to release to the public under the provisions of the Texas Open Records Act. Contractor shall release and provide to City or its authorized designee all information and data related to performance under this Contract. Contractor shall not limit or attempt to limit access to information or data by the City nor shall Contractor obtain or attempt to obtain a copyright to such information or data. Contractor understands and agrees that data may be released to third parties, including but not limited to HUD at the sole discretion of City.
6. In the event a patentable invention is created as part of this Contract and a patent is obtained, Contractor shall notify City of the patent and the patent shall, at the sole discretion of the City, be assigned to City upon demand City retains all rights to intellectual property developed in the course of this Contract.
7. In the event any copyright arises with respect to any data or other copyrightable work developed in the course of or under this Contract, Contractor shall notify City of the copyright and the copyright shall, at the sole discretion of City, be assigned to City upon demand.
8. City, HUD, DOE, DHHS, TDHCA, and the United States Comptroller General, or their respective representatives, shall have access for 4 years following the termination of this Contract to any books, documents, records and papers relating to the operations of Contractor under this Contract for the purpose of audit, examination, exception and transcription at all of Contractor's offices at all reasonable hours. This provision shall survive the termination or expiration of this Contract.
9. All records pertaining to Contract, including but not limited to any books, documents, and papers, shall be retained for 4 years following the termination of this Contract. Contractor may destroy Project records at the end of this 4 year period if no outstanding audit finding exists. This provision shall survive the termination or expiration of this Contract.

NONDISCRIMINATION

- A. Contractor, in the execution, performance or attempted performance of this Contract, shall comply with all non-discrimination requirements of 24 CFR 570.607 and the ordinances codified at Chapter 17, Article III, Division 4 – *Fair Housing* of the City Code. Contractor may not discriminate against any person because of race, color, sex, gender, religion, national origin, familial status, disability or perceived disability, sexual orientation, gender identity, gender expression, or transgender, nor will Contractor permit its officers, agents, employees, or clients to engage in such discrimination.
- B. This Contract is made and entered into with reference specifically to the ordinances codified at Chapter 17, Article III, Division 3 - *Employment Practices* of the City Code, and Contractor hereby covenants and agrees that Contractor, its officers, agents, employees and subcontractors, have fully complied with all provisions of same and that no employee, or applicant for employment has been discriminated against under the terms of such ordinances by either or its officers, agents, employees or subcontractors.
- C. During the performance of this Contract, Contractor agrees to the following provision, and will require that its subcontractors also comply with such provision by including it in all contracts with its subcontractors:

[Contractor or Subcontractor's name] will not unlawfully discriminate against any employee or applicants for employment because of race, color, sex, gender, religion, national origin, familial status, disability or perceived disability, sexual orientation, gender identity, gender expression or transgender. [Contractor or Subcontractor's name] will take affirmative action to ensure that applicants are hired without regard to race, color, sex, gender, religion, national origin, familial status, disability or perceived disability, sexual orientation, gender identity, gender expression or transgender and that employees are treated fairly during employment without regard to their race, color, sex, gender, religion, national origin, familial status, disability or perceived disability, sexual orientation, gender identity, gender expression or transgender. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. [Contractor or Subcontractor's name] agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

[Contractor or Subcontractor's name] will, in all solicitations or advertisements for employees placed by or on behalf of [Contractor or Subcontractor's name], state that all qualified applicants will receive consideration for employment without regard to race, color, sex, gender, religion, national origin, familial status, disability or perceived disability, sexual orientation, gender identity, gender expression or transgender.

[Contractor or Subcontractor's name] covenants that neither it nor any of its officers, members, agents, employees, or contractors, while engaged in performing this Contract, shall, in connection with the employment, advancement or discharge of employees or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age or because of any disability or perceived disability, except on the basis of a bona fide occupational qualification, retirement plan or statutory requirement.

[Contractor or Subcontractor's name] further covenants that neither it nor its officers, members, agents, employees, contractors, or persons acting on their behalf, shall specify, in solicitations or advertisements for employees to work on this Contract, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

- D. Contractor covenants that neither it nor any of its officers, agents, employees, or subcontractors, while engaged in performing this Contract, shall, in connection with the employment, advancement or discharge of employees or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age except on the basis of bona fide occupational qualification, retirement plan or statutory requirement.
- E. Contractor further covenants that neither it nor its officers, agents, employees, subcontractors, or persons acting on their behalf, shall specify, in solicitations or advertisements for employees to work on this Contract, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

In accordance with the provisions of the Americans With Disabilities Act of 1990 ("ADA"), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with Contractor, or employees of Contractor or any of its subcontractors. **CONTRACTOR WARRANTS IT WILL FULLY COMPLY WITH ADA'S PROVISIONS AND ANY OTHER APPLICABLE FEDERAL, STATE AND LOCAL LAWS CONCERNING DISABILITY AND WILL DEFEND, INDEMNIFY AND HOLD CITY HARMLESS AGAINST ANY CLAIMS OR ALLEGATIONS ASSERTED BY THIRD PARTIES OR SUBCONTRACTORS AGAINST CITY ARISING OUT OF CONTRACTOR'S AND/OR ITS SUBCONTRACTORS' ALLEGED FAILURE TO COMPLY WITH THE ABOVE- REFERENCED LAWS CONCERNING DISABILITY DISCRIMINATION IN THE PERFORMANCE OF THIS CONTRACT.**

PERFORMANCE

Failure of the City to insist in any one or more instances upon performance of any of the terms and conditions of this Contract shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, but the Contractor's obligation with respect to such performance shall continue in full force and effect.

CHANGE IN COMPANY NAME OR OWNERSHIP

Contractor shall notify City in writing of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized agent must sign the letter. Failure to do so may adversely impact future invoice payments.

TERMS AND CONDITIONS

The City's Standard Purchasing Terms and Conditions in **Attachment D** shall apply to the Contract.

REPAIR OF DAMAGE AND DEBRIS REMOVAL

- Contractor is responsible for repairing any damage to utility lines that may occur during the course of performing its duties under this Contract. Contractor shall repair and/or replace damaged sod, shrubbery, sidewalks, driveways, etc. that are damaged during its performance of this Contract. Sod and shrubbery must be replaced with the same type that was damaged.
- Under no circumstances shall the Contractor leave construction debris (paint chips, nails, shingles, etc.) on the property on which the Housing Unit is located. Contractor is responsible for properly disposing of these items.

SUPERVISION

For all assigned projects involving Lead-Based Paint Hazard Reduction, Contractor shall, during all periods of Contract performance, provide competent supervision of Contractor's employees and subcontractors by a state certified Lead Supervisor to assure complete and satisfactory fulfillment of the Work and the terms of this Contract. Failure to provide competent supervision, as determined the City, shall be an event of default under this Contract.

SAFETY

Contractor shall be thoroughly familiar with all prevailing safety measures pertinent to its operations. This shall include, but not be limited to EPA regulations, City Ordinances, and Occupational Safety and Health Administration (OSHA) regulations. In addition, Contractor shall be wholly responsible for instructing its employees and subcontractors in these safety measures and seeing that they are in full compliance.

HAZARDS

Contractor shall not permit the placement or use of equipment or materials in such manner as to block traffic lanes or to create safety hazards. Contractor Personnel shall provide appropriate warning devices when necessary and cooperate in the fullest in allowing through passage of other vehicles and personnel, even to the point of interrupting the Work, if necessary.

DEFECTIVE WORK AND DAMAGES

- Contractor shall be wholly responsible for and shall promptly correct or restore all defective work or damages to any Housing Unit caused by its activities at no cost to the City or occupant. Restoration and correction shall be to City's complete satisfaction in its sole discretion. This shall apply to any part of a Housing Unit, its appurtenances, the adjacent yard or grounds, or any other tangible damage incurred in the performance of the Contract.

- Failure by Contractor to proceed promptly with corrective actions shall be cause for termination of this Contract with amount(s) necessary to correct defective Work and/or damage being withheld from payments due or to become due to the Contract.

INSPECTIONS AND PERMITS

Contractor shall apply for and obtain all permits prior to performing the Job Order with the City's Planning and Development Department for all Work requiring a permit. Contractor shall arrange for inspections and inform the City's Neighborhood Services Department as to the date and time of any inspection. All permits shall be billed as pass through cost with no mark-up and listed as a separate line item on invoice. Contractor must provide proper documentation with each invoice in order to support payment of cost of the permit. Failure to provide the supporting proof documentation will result in non-payment of permit expenditure.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SAMPLE

IN WITNESS WHEREOF, City and the Contractor have each executed and dated this instrument through its duly authorized officers or agents in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

CONTRACTOR: _____ **CITY:** _____

By: _____

By: _____

Assistant Director of
Community Services

Date: _____

— Date: _____

SAMPLE

EXHIBIT C: SAMPLE CERTIFICATE OF FINAL COMPLETION

**CITY OF LONGVIEW
COMMUNITY DEVELOPMENT DIVISION**

CERTIFICATE OF FINAL COMPLETION OF:

PROJ>>>XXXXXXXXXXXX

CONTRACT DATED: _____

STATE OF TEXAS
COUNTY OF GREGG }

Before me, the undersigned authority, a Notary Public in and for Gregg County, Texas, on this day personally appeared _____ who, being by me duly sworn on his oath, says that he is/represents _____, the contractor who has performed a contract with the City of Longview for the construction of the work described above, and is duly authorized to make this affidavit; that he has personally examined the work described above as required by the specifications of the City of Longview attached to the contract; that said work and all items thereof have been completed and all known defects made good; that thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up, removed and disposed of; that all parts of the work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all the required work has been performed in accordance with the specifications, that rates of pay for all labor employed on said work have not been below the minimum set out in Labor Classification and Minimum Wage Scale in said Specifications and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus used in, on, or in connection with the work have been paid in full by the Contractor.

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public, Gregg County, Texas

This is to certify that I have thoroughly inspected the work performed by the above named contractor on the above-described contract and find all things in accordance with the plans and specifications governing this work.

Inspector

Lead Specialist

ATTACHMENT B

SCOPE OF WORK SUMMARY

Bidder shall insert his her proposed narrative regarding scope of work to be performed below. Proposer shall provide a Work Summary of three (3) pages or less, which gives in brief, concise terms, a summation and written narrative of the Proposal. The summary shall include a brief statement of intent to perform the services, qualification for selection, and signature of an authorized officer of the firm who has legal authority in such transactions. In addition, the Proposer's Summary shall expressly state that, should the enclosed proposal be accepted, the Proposer agrees to enter into a contract under the terms and conditions as prescribed by this Request for Proposal. Any and all exceptions to the RFP must be listed on an item-by-item basis and cross- referenced within the Summary. If there are no exceptions, the Proposer must expressly state that no exceptions are taken.

An Authorized Officer shall initial next to all categories that apply, provide a detailed explanation with exceptions should they apply, and sign the "Proposer's Certification" portion of this attachment. **Note: If there are no exceptions to the proposed work to be performed, bidder shall state that there are "No Exceptions."**

Category 1: CDBG Rehab Services

Explanation:

Exception(s):

Category 2: Heating, Ventilation, and Air Conditioning Services (HVAC)

Explanation:

Exception(s):

Category 3: Plumbing Services

Explanation:

Exception(s):

Category 4: Roofing Services

Explanation:

Exception(s):

Category 5: Electrical Services

Explanation:

Exception(s):

Category 6: Lead Hazard Control Services

Explanation:

Exception(s):

Proposer's Certification:

The Proposer agrees to enter into a contract under the terms and conditions as prescribed by this Request for Proposal. Any and all exceptions to the RFP have been listed on an item-by-item basis and cross-referenced within the Summary Scope of Work above. If there are no exceptions, the Proposer must expressly state that no exceptions are taken.

Authorized Officer of Firm Name (Print)
Date

Authorized Officer of Firm Sign &

ATTACHMENT C
PROPOSER'S PAST PERFORMANCE & FINANCIAL QUALIFICATIONS
(Complete and Return this Form with Proposal)

Contractor's Company Name: Address: _____

City, State Zip _____

Code: General Business _____

Phone Number: _____

Owner/Principal Direct Line Business Phone Number: Business Email
Address _____

Primary Type of Business or
Trade: _____

Ownership Type:
*(Sole proprietorship, limited partnership, limited liability company (LLC), corporation (for-profit),
nonprofit corporation)* _____

Date/Year Business Established/Founded: _____

Accredited by the Better Business Bureau? D Yes D No
Accredited/Listed with other similar entity/review service? D Yes D
No *(Please specify)*

Contractor's Total Number of Full-Time Employees: _____

Contractor's Total Number of Part-Time/Temporary Employees: _____

Attach copies of the resumes of key staff: Owner, Manager, Supervisor, Team Lead that demonstrate years of experience and any specialized training or certifications they may have.

What type of business, trade, work or services does your firm/company/organization specialize in?
(General Contractor, Roofer, Builder, Specialty- Trade, etc.)

Specify the Number of Years Your Firm has provided each of the following services: *(for each, specify whether these were provided for commercial and/or residential customers)*

- General Contracting _____

- Heating/Ventilation/Air Conditioning _____
- Plumbing _____
- Roofing _____
- Electrical Work _____

- Lead-Based Paint Hazard Removal _____
- CDBG Rehab Services _____
- Other _____
- Other _____

Volume of Business in the past 2 years:

- Number of jobs/projects in 2018 _____, in 2019 _____

- Total Revenues: 2018 \$ _____ 2019 \$ _____

ATTACHMENT C -Continued

PROPOSER'S PAST PERFORMANCE & TECHNICAL QUALIFICATIONS

What estimated percentage/proportion of your company's services are completed in-house by your employees and how much work is out-sourced/subcontracted?

What services will be out-sourced/subcontracted out? Please designate if Subcontractor is MBE.

Has your company/firm ever had a contract with the City of Longview? D Yes D No

If Yes, what services did you provide, what was the amount of the contract, when were the services provided?

Has your company/firm ever had a contract with another governmental entity? (City, County, State)

D Yes D No Name of Governmental Entity:

If Yes, what services did you provide, what was the amount of the contract, and when were the services provided?

Has your company/firm ever had a contract that involved the use of federal or state government funds?

D Yes D No

Name of Federal or State Program:

Please list all licenses or certifications that your company and/or your employee(s) currently hold: (**Attach copies of licenses/certificates for verification**): (Examples: HVAC,, Plumbing, Electricians' Licenses and Certifications, Lead- Based Paint Worker Certifications, etc.)

ATTACHMENT D
FINANCIAL REFERENCES
(Complete and Return this Form with the Bid)

The Proposer shall furnish, with the proposal, the following information, for at least three (3) recent financial references (Banks, Lenders, or suppliers with which your organization has a loan, a line of credit, or other banking/lending/financial relationship.)

Reference # 1

Company/Agency Name: _____

Provide the name of the organization with whom you have established a successful business relationship.

Contact Person Name: _____

Provide the name of the person with whom we may discuss your financial information.

Phone Number: _____ Address: _____

City, State, Zip Code: _____

Credit Extended: _____

Provide the amount of credit your financial reference has extended to you.

Reference # 2

Company/Agency Name: _____

Provide the name of the organization with whom you have established a successful business relationship.

Contact Person Name: _____

Provide the name of the person with whom we may discuss your financial information.

Phone Number: _____ Address: _____

City, State, Zip Code: _____

Credit Extended: _____

Provide the amount of credit your financial reference has extended to you.

Reference # 3

Company/Agency Name: _____

Provide the name of the organization with whom you have established a successful business relationship.

Contact Person Name: _____

Provide the name of the person with whom we may discuss your financial information.

Phone Number: _____ Address: _____

City, State, Zip Code: _____

Credit Extended: _____

Provide the amount of credit your financial reference has extended to you.

ATTACHMENT E
CONTRACTOR TECHNICAL QUALIFICATIONS QUESTIONNAIRE
(All Firms Must Complete and Return this Form with the Bid)

1. Is Firm Certified under the Environmental Protection Agency's (EPA) Renovation and Repair Rule (RRP)?
D Yes D No
2. Is firm certified and does firm have experience in performing work in accordance with the HUD Lead Safe Housing Rule? D Yes D No
3. Is firm certified by the State of Texas for Lead Work? D Yes D No
4. Does firm have a certified Lead Abatement Supervisor on staff? D Yes D No
5. Are firm workers certified EPA Lead Renovators? D Yes D No
6. Has firm performed work for a governmental entity under a Lead Hazard Reduction program?
D Yes D No
7. Has firm ever been issued a Lead Non-Compliance Notice by the State of Texas or any other state?
D Yes D No
8. Does firm have experience implementing Lead-safe Work Practices on the job-site? D Yes D No
-Experience in performing final clean up to HUD's Lead Safe Housing Rule standards? D Yes D No
9. Does firm have experience in setting up containment systems? D Yes D No
10. Does firm have experience in replacing/installing both wood and vinyl windows? D Yes D No
11. Does firm have experience in replacing/repairing drywall? D Yes D No
12. Does firm have experience in preparation and painting of interior and exterior of homes?
D Yes D No
13. Does firm have experience in repairing and replacing wood siding? D Yes D No
14. Does firm have experience in replacing windowsills? D Yes D No
15. Does firm have experienced painters on staff? D Yes D No
16. Does firm have experienced and skilled carpenters on staff? D Yes D No
17. Does firm have experience in replacing / repairing roof and gable vents? D Yes D No

ATTACHMENT F

QUALIFICATIONS & REFERENCE SHEET

Complete and Return This Form with the RFP. Contractors shall furnish the following information with their proposal, for at least three (3) recent customers to whom products and/or services have been provided that are similar to those required by this RFP.

Company Name _____

Address _____

Phone _____ Contact _____

Email Address: _____

Description of Services provided _____

Date(s) of Service _____

Company Name _____

Address _____

Phone _____ Contact _____

Email Address: _____

Description of Services provided _____

Date(s) of Service _____

Company Name _____

Address _____

Phone _____ Contact _____

Email Address: _____

Description of Services provided _____

Date(s) of Service _____

**City of Longview
House Bill 89 Verification**

Pursuant to Section 2270.002 of the Texas Government Code, the City of Longview is prohibited from entering a contract for goods or services unless the contract contains a written verification from the vendor that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The statute defines the phrase "boycott Israel" to mean, "...refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes."

There are certain exceptions to this requirement. Please examine the section below entitled "Claim an Exemption." If you qualify for one or more of the exemptions listed, please fill out the section entitled "Claim an Exemption," sign it, date it, and have your signature notarized. Do not fill out the section entitled "Verification that the Company Does Not Boycott Israel."

If you do not qualify for one of the listed exemptions, do not fill out the section entitled "Claim an Exemption." Instead, fill out the section entitled "Verification that the Company Does Not Boycott Israel," sign it, date it, and have your signature notarized.

Claim an Exemption

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____ (hereinafter referred to as the "Company") being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company is exempt from the requirements of Chapter 2270 of the Texas Government Code because (check all that apply):

- The Company is a sole proprietorship; or
- The Company has less than 10 full-time employees; or
- The value of the contract between the Company and the City of Longview is less than \$100,000.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF _____ §
COUNTY OF _____ §

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of the Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

[SEAL]

NOTARY PUBLIC in and for the
State of _____

Verification that the Company Does Not Boycott Israel

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____ (hereinafter referred to as the "Company") being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company, under the provisions of Chapter 2270 of the Texas Government Code:

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract between the Company and the City of Longview, Texas.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF _____ §
COUNTY OF _____ §

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of the Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

[SEAL]

NOTARY PUBLIC in and for the
State of _____

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Longview) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Longview City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Checklist

Proposal Submission Format:

The following items are required with proposal submission and shall be organized and presented in the following format and informational sequence:

- ___ 1. Attachment A – Signature Verification Form/Offer Statement and Business Information
- ___ 2. Attachment B- Completed form and include Scope of Work Summary (Section 38.0)
- ___ 3. Attachment C- Proposer’s Past Performance & Financial Qualifications
- ___ 4. Attachment D- Financial References
- ___ 5. Attachment E- Contractor Technical Qualifications Questionnaire
- ___ 6. Attachment F- Qualifications & Reference Sheet
- ___ 7. House Bill 89 Verification Form
- ___ 8. Conflict of Interest Questionnaire
- ___ 9. Copies of Licenses/Certificates (*Examples: HVAC, Plumbing, Electricians’ Licenses and Certifications, Lead- Based Paint Worker Certifications, etc.*)
- ___ 10. Attachment G- Proposal Pricing Sheets



**1920-49 LEAD HAZARD REDUCTION PROGRAM
ATTACHMENT G-PROPOSAL PRICING
INSTRUCTIONS**



INSTRUCTIONS FOR ATTACHMENT G –PROPOSAL PRICING SHEET

The purpose of this Pricing Proposal is to establish contractor Standard Unit Pricing for a multitude of construction tasks and activities. Many of the line items listed are typical everyday construction activities and some are not. These prices will establish pricing and charges that proposer agrees upon for every Lead Hazard Reduction Program project that contractor is awarded.

Please fill in the proposal as follows:

- Hours (Hrs.) Provide the hours it will take to perform the task
- Per Hr. Provide cost per hour for the task
- Labor total : Hours multiplied by rate = Total Labor rate
- Provide Materials cost for the task
- Total Cost: Add Labor Total to Materials Cost for a Total all in Cost
- Do not fill in areas that are shaded.
- Add up Total Cost of all pages

The Unit pricing rates established here will be the rates that are used when determining pricing for each project Write-Up. Unit pricing rates are firm and fixed for the duration of the contract.

Price Evaluation:

Price evaluation will be divided into two categories. Category 1 is worth up to 25 points. Category 2 is worth up to 10 points.

Pricing Category 1: Prices given will be evaluated for reasonableness.

Prices given for Total Cost (Labor Total + Materials) for each line item will be measured against usual and customary fair market pricing for the area and will be given a ten percent allowance for acceptability. Line items that are outside of this metric will not receive full points for this section. All line items that are greater than the ten percent variance will be added up and the total will be divided by the total available points (25).

Pricing Category 2: Total proposal price will be evaluated. Proposals will be ranked with the lowest total proposal price receiving the most points available (10)

*Usual and customary fair market pricing for the area is defined by the City of Longview.



**1920-49 LEAD HAZARD REDUCTION PROGRAM
ATTACHMENT G-PROPOSAL PRICING SHEETS**



Para #		Hrs.	Per Hr.	Labor Total	Materials	Total Cost
INTERIOR COMPONENTS						
1.0 Windows						
10.1	Window Installation Vinyl (24" x 36")					
	Window Installation Wood (24" x 36")					
<i>Due to the variable size combinations that may exist, windows should be measured for each location and then looked up for each application.</i>						
2.0 Interior Door s						
2.1	Flush Hollow Core Primed White Composite Single Prehung Interior Door					
2.2	Six (6)-Panel Textured Hollow Core Primed White Composite Single Prehung Interior Door					
2.3	Bi-Fold Door Flush Hollow Core Primed White Composite Hardboard Interior					
2.4	Bi-fold Full-louvered Unfinished Solid Core Pine Bi-fold Interior Door					
2.5	Closet Door - Prehung					
2.6	Pocket Door					
2.7	Sliding Patio Door					
2.8	French Doors (Interior/Exterior)					
3.0 Interior Door Components (Millwork)						
3.1	Door Casing					
3.2	Door Jamb (Frame)					
4.0 Exterior Doors						
4.1	Exterior Door with Window					
4.2	Exterior Door Flush					
4.3	Exterior Door 6-Panel Steel Prehung Front Exterior Door					
5.0 Door Price List						
5.1	Solid Core Interior Wood Door					
5.2	Solid Core Exterior Wood Door					
5.3	Steel Door					



**1920-49 LEAD HAZARD REDUCTION PROGRAM
ATTACHMENT G-PROPOSAL PRICING SHEETS**



Para #		Hrs.	Per Hr.	Labor Total	Materials	Total Cost
5.4	Storm Door					
5.5	Exterior Pre-Hung Metal Door					
5.6	Lockset Deadbolt					
6.0 Liquid Encapsulant and Enclosure Materials						
6.1	Liquid Encapsulant Window					
6.2	Liquid Encapsulant Door					
7.0 Ceiling						
7.1	Replace or Enclose Ceiling Drywall (Hang new Drywall)					
7.2	Paint Ceiling (New Drywall)					
7.3	Ceiling Encapsulation (Liquid)					
8.0 Flooring						
8.1	Vinyl Sheet (500sf)					
8.2	Vinyl Plank (250sf)					
8.3	Refinish Wood flooring (250sf)					
	<i>Floor Refinishing Equipment Allowance A HEPA Dust Extractor must be used in conjunction with a floor sander. Reimbursement upon receipt for rental.</i>					
9.0 Trim and Molding						
9.1	Door and Window Casings					
9.2	Base Board					
9.3	Base Shoe Molding					
9.4	Window Trim Molding					
9.5	Crown Molding					
10.0 Cabinets						
10.1	Reinstall Cabinets (Cabinet Furnished)					
10.2	Install Cabinets – Labor and Materials					
10.3	Hang Cabinets Installation and Materials					



**1920-49 LEAD HAZARD REDUCTION PROGRAM
ATTACHMENT G-PROPOSAL PRICING SHEETS**



Para #		Hrs.	Per Hr.	Labor Total	Materials	Total Cost
10.4	Install Bathroom Cabinet					
10.5	Install Bathroom Vanity					
10.6	Install Bathroom Wall Cabinets					
10.7	Countertops – Fabrication/ Installation					
10.8	Countertops – Installation (Pre-fab) with Edge and Integrated Backsplash					
11.0 Built-Ins						
11.1	Built-ins					
12.0 Stairways						
12.1	Stairway Handrail					
12.2	Stairway Parts and Enclosure Remediation					
Stairway Components (Stairway Materials List)						
12.3	Handrail					
12.4	Baluster					
12.5	Newel Post Replacement (solid)					
12.6	Newel Post Intermediate Replacement (solid)					
12.7	Newel Post Base Sleeve - Poplar					
	Red Oak					
12.8	Newel Post Capped (Enclosed) Material comes in 4' x 8' Sheets (32 Sf.)					
12.9	Newal Post Attachment Kit					
12.10	Newel Post Cap					
12.11	Riser Cap					
12.12	Stair Tread Cap					
12.13	Stair Tread Nose Cover					
12.14	Pine Tread					
12.15	Stair Retread					



**1920-49 LEAD HAZARD REDUCTION PROGRAM
ATTACHMENT G-PROPOSAL PRICING SHEETS**



Para #		Hrs.	Per Hr.	Labor Total	Materials	Total Cost
12.16	Stringer Enclosure Covering					
12.17	Additional Enclosure Cap Surfaces 4' x 8' Sheets (32 Sf.) Calculate total area					
12.18	Shoe Rail					
12.19	Bullnose Stair Tread Cap					
13.0 Interior Walls						
13.1	Interior Walls Sheetrock/Gypsum/Wallboard (500Sf.)					
13.2	Tape Drywall Joints					
13.3	Drywall Crack Cost Repair					
13.4	Wall Hole Repair					
13.5	Ceiling Crack Repair					
13.6	Ceiling Hole Repair					
14.0 Fixtures						
14.1	Pendant Lighting Fixture (Interior)					
14.2	Pendant Lighting Fixture (Exterior)					
14.3	Replace Flush Mounted Lighting Fixture (Interior)					
14.4	Replace Flush Mounted Lighting Fixture (Exterior)					
14.5	Replace Wall Sconce Lighting Fixture (Interior)					
14.6	Concrete / Masonry					
14.7	Decorative Beam (Wrap) 10'					
14.8	Fireplace Surround and Fireplace Mantel					
14.9	Exterior Shutters					
14.10	Window Shutters (Interior)					
14.11	Window Cornice (Valance)					
14.12	Window Seat					
14.13	Door Knob and Lockset					



**1920-49 LEAD HAZARD REDUCTION PROGRAM
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Para #		Hrs.	Per Hr.	Labor Total	Materials	Total Cost
EXTERIOR COMPONENTS						
15.0 Exterior Walls						
15.1	Aluminum Siding					
15.2	Wood Siding					
15.3	LP Smart Siding (Composite) – Plank Siding					
16.0 Porches						
16.1	Porch Floor					
16.2	Porch Ceiling					
16.3	Porch Railings					
16.4	Porch Baluster					
16.5	Porch Gates					
16.6	Porch Stairs					
16.7	Porch Post					
17.0 Fascia						
17.1	Fascia LP SmartSide Composite Fascia					
18.0 Soffit						
18.1	Soffit LP SmartSide Primed Strand Soffit					
19.0 Gutters						
19.1	Gutter Installation and Repair					
20.0 Gutter Parts Price List						
20.1	Gutter					
20.2	End Cap - Right					
20.3	End Cap - Left					
20.4	Seam Mate					
20.5	Gutter Hanger					



**1920-49 LEAD HAZARD REDUCTION PROGRAM
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Para #		Hrs.	Per Hr.	Labor Total	Materials	Total Cost
20.6	Gutter Miter					
20.7	End Drop					
20.8	Downspout					
20.9	Downspout					
20.10	Downspout Clip					
20.11	Downspout Band					
20.12	Rivets					
20.13	Downspout A					
20.14	Downspout B					
21.0 Soil Excavation						
21.1	Soil Excavation (Site Work)					
22.0 Paint						
22.1	Interior Paint					
22.2	Exterior Paint					
23.0	Paint Supplies					
23.1	Exterior Paint					
23.2	Primer KILZ Interior					
23.3	Ceiling Interior					
23.4	Interior Paint					
24.0 LEAD ABATEMENT PRODUCTS (Material Prices)						
24.1	Hardie Panel					
24.2	Hardie Backer Board					
24.3	Vinyl Siding					
24.4	LP Smart side					
24.5	LP Smart side Soffit					



**1920-49 LEAD HAZARD REDUCTION PROGRAM
ATTACHMENT G-PROPOSAL PRICING SHEETS**



Para #		Hrs.	Per Hr.	Labor Total	Materials	Total Cost
24.6	Ecobond Lbp Lead Defender 5 Gal					
24.7	Ecobond Lbp Lead Defender 1 Gal					
24.8	ECOBOND LBP Lead Defender PRO 1-Gal					
24.9	ECOBOND LBP Lead Defender PRO 1-Gal					
					TOTAL	