

**CITY OF HOUSTON
REQUEST FOR PROPOSAL (RFP)
HOUSING REHABILITATION AND CONSTRUCTION
SERVICES FOR SINGLE-FAMILY HOMES
SOLICITATION NO.: S67-T26361**

Date Issued: August 25, 2017

Pre-Proposal Conference: September 6, 2017 @ 10:00 A.M, CST
Strategic Procurement Division
901 Bagby, Conference Room 1
Houston, Texas 77002
Conference Number# (832) 395-1147

Pre-Proposal Questions Deadline: September 8, 2017 @ 2:00 P.M, CST

Solicitation Due Date: September 21, 2017 @ 2:00 P.M., CST

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Project Description: The City of Houston is soliciting proposals to perform rehabilitation, reconstruction, and/or new construction services for single family occupied homes. This is for a three (3) year contract, with two (2) one-year options to renew, for a maximum five-year contract term for Housing Rehabilitation and Housing Construction Services for Single-Family homes for the Housing and Community Development Department (HCDD).

NIGP Code: 909-62; 909-54; 912-22; 913-44

MSWBE Goal: 12%



Jerry Adams, Chief Procurement Officer

8/24/17

Date

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PART I – GENERAL INFORMATION

A. General Information

The City of Houston (“City”) is currently seeking proposals from qualified entities (“Proposers”) to perform housing rehabilitation and/or construction services for single-family homes. The City Housing and Community Development Department (“HCDD”) will oversee the administration and funding of this project. The project will consist of the rehabilitation, reconstruction and new construction of single-family homes. The project geographic area includes only the incorporated areas in City, largely located within Harris County, and as well as certain areas within Fort Bend and Montgomery Counties where homeowners pay taxes to the City.

The City will select Proposers that are qualified, as General Contractor(s) to undertake housing rehabilitation and/or construction under the HCDD’s Home Repair Program (“HRP”) to alleviate life, health, or safety hazards at eligible residences, according to the HCDD program guidelines, located within the incorporated areas of the City. The City then intends to enter into property-specific contracts with selected General Contractor(s) for housing rehabilitation, reconstruction and/or new construction services for single-family homes to assist the City with the aforementioned initiative.

B. Solicitation Schedule

Listed below are the important dates for this Request for Proposal (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	August 25, 2017
Pre-Proposal Conference	September 6, 2017
Questions from Proposers Due to City	September 8, 2017
Proposals Due from Proposers	September 21, 2017
Notification of Intent to Award (<i>Estimated</i>)	October, 2017
Council Agenda Date (<i>Estimated</i>)	November, 2017
Contract Start Date (<i>Estimated</i>)	December, 2017

PART II – SCOPE OF WORK

A. Purpose

The City seeks proposals from qualified entities to perform rehabilitation, reconstruction, and/or new construction services for single-family owner-occupied homes. Proposers should consider that (i) the scale of the program could increase to serve additional homes depending on available funds; and (ii) the program could be expanded to include other housing construction programs administered by the City. Proposers may submit proposals to perform Housing Rehabilitation, Housing Construction, and/or both services. The City will evaluate the submitted credentials and determine whether Proposers satisfy the criteria to be included on the pre-qualified contractors list for Housing Rehabilitation Contracts, Housing Construction Contracts, or both. The City anticipates sources of funds to include the following federal programs: Community Development Block Grant (CDBG) funds, Disaster Recovery CDBG funds, and HOME Investment Partnership Program (HOME) funds. Additional funding and funding sources may later be included depending on availability.

Proposers selected to serve on the pre-qualified contractors list may be eligible to bid on Housing Rehabilitation or Construction Contracts made available pursuant to a Request for Service (RFS), as such contracts become available and as administered by the City. Contractors bidding for such contracts will submit cost estimate bids based on the expected work deemed necessary by the HCDD. The City reserves the right to remove from any bidding any pre-qualified General Contractor(s) who has capped their contract award and/or performance bonding capacity; or who has failed to complete contracts already awarded in a timely manner; or who is determined by the City to be in non-compliance with any of the provisions governing contracts awarded; or who is determined by the City to be in non-compliance with any of the provisions of this RFP.

A successful Proposer shall serve as a General Contractor pursuant to the attached agreement. General Contractor(s) are solely responsible for hiring and managing qualified workers and sub-contractors needed to ensure that all work included in the Housing Rehabilitation Contract scope of work is carried out in a timely manner and is completed in full compliance with local building code standards, HUD Housing Quality Standards and, as applicable, Uniform Federal Accessibility Standards.

The scopes of services required for two (2) types of services are delineated below:

“Housing Rehabilitation” is defined as a diverse scope of repair work needed to bring a damaged, owner-occupied, single-family home into compliance with the City’s local code standards, HUD Housing Quality Standards (HQS), and, as applicable, with Uniform Federal Accessibility Standards. There are 3 tiers of repairs under the HCDD’s Home Repair Program (“HRP”).

- **Tier I:** if the cost of the repairs is less than \$10,000, the project will be classified as a Tier I Rehabilitation.
- **Tier II:** if the cost of repairs is between \$10,000 to \$29,999, it will be classified as a Tier II *Moderate* Rehabilitation. If the cost of repairs is between \$30,000 to \$65,000 it will be classified as a Tier II *Substantial* Rehabilitation.
- **Tier III:** if the structure cannot be rehabilitated for under \$65,000 the home will be classified as a Tier III Reconstruction. For the purposes of this RFP such Tier III Reconstructions shall be classified as “Housing Construction” projects.

“Housing Construction” is defined as a diverse scope of work, as directed by the City, needed to either (i) construct a new single-family home either on a vacant lot identified by the City, or (ii) in the case of a Tier III Reconstruction, reconstruct a damaged single-family home that cannot be rehabilitated, and if required, to first demolish and clear away the debris of the subject damaged home. In the event demolition

and clearing work is required on a property, the City may elect in its sole discretion to use a third-party to perform such demolition and clearing work.

The City will prepare a scope of work for each Home Construction property. In the case of a Tier III Reconstruction, the scope of work will be based on a comprehensive visual on-site inspection of the property by a qualified specialist and shall be designed to render the property owner with a single-family home that complies with local codes and ordinances and to improve the property so that it will comply with Housing Quality Standards as defined by HUD.

Any demolition and clearance work performed by the General Contractor(s) shall be carried out in compliance with all local, state and federal statutes and regulations governing such work. Any constructed single-family homes shall be constructed in compliance with all local, state and federal statutes governing such work and the new home shall be constructed to standards necessary to comply with City of Houston local building code standards, HUD Housing Quality Standards (HQS), and as applicable, with Uniform Federal Accessibility Standards.

B. Housing Rehabilitation

The scope of work for each Housing Rehabilitation Contract will vary depending upon the actual repair needs of each individual single-family home covered under the program, as set forth in the Request For Services ("RFS") covering the subject home. An extensive scope of repair work will include the need for diverse services and may include, but is not limited to, licensed trade work (e.g., electrical, plumbing, and HVAC); pier and beam foundation repair or replacement; roof repair or replacement; lead based paint and mold hazard remediation; termite and other pests infestation abatement; general and specialized carpentry work that may include window and door repairs or replacement; exterior siding repair or replacement; sub-floor and floor covering repair or replacement; and any other repairs required to bring the house into compliance with local building codes and HUD housing quality standards.

The City will not rehabilitate any property where it has been determined that the home cannot reasonably be rehabilitated and brought to federal, state and local code requirements. The total number of Housing Rehabilitation Contracts any General Contractor(s) can be awarded will be determined by the City and will largely be based upon the capacity of such General Contractor(s) to simultaneously complete multiple projects. **General Contractors performing Housing Rehabilitation work must have the capacity to successfully rehabilitate at least 100 homes per year.**

Upon being awarded a rehabilitation contract pursuant to an RFS ("Housing Rehabilitation Contract"), General Contractor(s) will be required to enter a "**Tri-Party Agreement**" (inclusive of the homeowner and the City). No work will commence, nor shall an order to proceed be issued by the City until after all parties have signed the Tri-Party Agreement, and until after (on a subsequent date), a "**Pre-construction Conference**" is held at the property site. The Pre-construction Conference must be attended by the homeowner, the General Contractor(s) and a representative from the City.

During the Pre-construction Conference, the parties will discuss logistical arrangements needed to execute the Housing Rehabilitation scope of work for the subject property. The parties will address all issues related to the timeframe by which the General Contractor(s) must complete the rehabilitation work; the General Contractor(s)'s use of the house utilities and facilities; moving and/or the offsite storage of homeowner furniture and personal belongings (needed to provide the General Contractor(s) with ready access to identified work areas); and any other matters necessary to ensure that the rehabilitation work is completed in a timely manner.

By submitting a proposal to this solicitation, proposers acknowledge acceptance of the Tri-Party Agreement.

General Contractor(s) must obtain all permits that are required to perform the authorized scope of work. General Contractor(s) must comply with all the regulations governing the issuance and inspections of any work performed. Furthermore, General Contractor(s) and their subcontractors must possess trade licenses or other professional licenses as may be required by the State of Texas and the City to perform the authorized work.

The entire structure of any house selected for Housing Rehabilitation must be brought into compliance with local health and safety codes and standards, and with minimum housing quality standards. Rehabilitation shall be limited to “stick built” structures that have been deemed feasible for rehabilitation by the City.

C. Housing Construction

Proposers seeking placement on the pre-qualified contractors list for Housing Construction must submit as part of their Proposal several sets of floor plans and drawings that are typical samples of houses such Proposer could build if awarded a contract to construct a home (“**Housing Construction Contract**”) pursuant to this RFP and a subsequent RFS. The submitted plans and drawings must be approved by the City of Houston - Building Permitting Division of the Public Works and Engineering Department; and they must comply with Contractor Performance Standards and Housing Reconstruction Work Specifications furnished by the City. These Contractor Performance Standards and Work Specifications are available for review online at the following site:

- http://www.houstontx.gov/housing/rfp/COH_Contractor_Performance_Manual.pdf

The actual scope of work provided by the City to General Contractor(s) for each Housing Construction Contract will specify the house size and floor plan configuration designed to accommodate the needs of the property owner. At the discretion of the City, the scope of work prepared by the City for each Housing Construction Contract may either (i) require bidding General Contractor(s) to utilize their own submitted plans and drawings to provide for the construction of a new single-family home, or (ii) require bidding General Contractor(s) to construct a home based on design specifications prepared by the City. Most constructed homes will range in size from about 1,000 to 1,500 square feet and contain at least two (2) bathrooms and have a construction cost less than \$150,000. The scope of work will include everything needed for the entire construction of the house and lot, and may include landscaping, installation of a new driveway with positive drainage to the street, installation of attached carports or garages and installation of a new sidewalk, if applicable.

Depending upon the needs of the individual household, the scope of work provided by the City may include, but is not limited to, requirements providing for the installation of a reinforced handicap concrete ramp with metal handrail and the installation of additional handicapped accessories at the bathroom and kitchen (such as handicapped toilets, stainless steel handicap grab bars, etc.).

The total number of Housing Construction Contracts any General Contractor(s) can be awarded will be determined by the City and will largely be based upon the capacity of such General Contractor(s) to simultaneously complete multiple projects. **General Contractors performing Housing Construction work must have the capacity to successfully construct at least 15 homes per year.**

General Contractor(s) awarded a Housing Construction Contract will be required to enter into a “**Construction Agreement**” (inclusive of the City, and in the case of a reconstruction, the homeowner). No work will commence, nor shall an order to proceed be issued by the City until after all parties have signed a Construction Agreement, and until after (on a subsequent date) a Pre-construction Conference is held at the property site. The Pre-construction Conference must be attended by the homeowner (in the case of a reconstruction), the General Contractor(s), and a representative from the City.

The City will be responsible for and will pay all eligible costs associated with moving household belongings for the duration of time that Tier III Housing Reconstruction work is being completed by the General Contractor(s). The outcome of the Pre-construction Conference negotiations must be placed in writing signed by all parties and will become an addendum to the Construction Agreement. The Construction Agreement will include a copy of the Housing Construction scope of work, and other related documents that shall state a specific date for commencement of the work and a specific date for completion of all work. An executed copy of the Construction Agreement and any addenda shall be furnished to all parties.

General Contractor(s) must obtain all permits that are required to perform the authorized scope of work. General Contractor(s) must comply with all the regulations governing the issuance and inspections of any work performed. Furthermore, General Contractor(s) and their subcontractors must possess trade or other professional licenses as may be required by the State of Texas and the City in order to perform such functions that are subject to licensing.

D. Additional Requirements

Deliverables. In carrying out its services, General Contractor(s) may be required to prepare and provide “Deliverables”, including but not limited to licenses, permits, dump tickets, invoices, manufacturer warrantee/ guarantee certificates, submittals and other information. The City reserves the right to reject any and all Deliverables which, in the sole judgment of the City: a) do not adequately represent the intended level of completion or standard of performance, b) do not include relevant information or data, c) do not comply with federal, state, local reporting requirements, or d) do not include all documents: (i) which are specified in this RFP, and/or the applicable RFS, (ii) which are reasonably necessary for the purpose for which the City made this RFP or (iii) for which the City intends to use the Deliverables.

Meetings. At the Director or a designated representative’s request, the General Contractor(s) shall attend mandatory meetings with the City or other interested parties designated by the authorized City personnel to discuss progress of any work awarded to such General Contractor(s), or other matters relating to this RFP.

Inspection of Site. An RFS bidder is expected to inspect the site of the work. No allowance will be made for any difficulties that may be encountered in executing the required work due to failure of the bidder to inspect the site. It is recommended that each RFS bidder familiarize itself with all existing site conditions. The existing conditions of all adjacent properties and buildings, both private and public, and the public ways.

A successful RFS bidder will be held responsible for any damage or alteration to such existing conditions of adjacent properties and buildings during the rehabilitation, construction and/or demolition of a subject site. It is further recommended that the successful bidder record by photograph the existing site condition prior to start of rehabilitation, construction and/or demolition.

Pre-bid conferences and pre-bid site inspections may be required for specific demolition projects and will be scheduled by the City as required. Failure to attend such mandatory conferences or inspections may result in rejection of the bid.

Water Shut-Off

The City shall be responsible for all water shut-off operations for each location covered by this RFP. The General Contractor(s) shall not include a fee for water shut-off as part of its bid price for any location.

If changes to this procedure are determined to be necessary by the City, the City reserves the right, with adequate notice to an applicable General Contractor, to amend the water shut-off procedure.

Material Disposal

The General Contractor(s) shall be responsible for the legal disposal of all materials, construction debris, and other waste items. Hauling and disposal by a subcontractor does not relieve the General Contractor(s) from the responsibility of legal disposal. Disposal of all materials, construction debris, and other wastes shall be at a disposal site that is properly licensed and permitted to accept the materials, construction debris, and other wastes delivered to it in accordance with all applicable Federal, State, and Local laws.

The General Contractor(s) shall provide the Director or a designated representative with copies of all dump tickets, manifests, bills of lading, scale tickets, etc. When requested by the Director or a designated representative, the General Contractor(s) shall provide copies of all permits and/or licenses for the transfer station and/or landfill they are proposing. In the event the transfer station and/or landfill proposed for use by the General Contractor(s) does not possess the necessary permits and/or licenses to accept the materials, construction debris, or other wastes, such General Contractor(s) will replace the transfer station and/or landfill submitted as part of their bid proposal at no additional cost to the City. If the General Contractor(s) is found disposing of materials, construction debris, or other wastes at a site which is not in compliance with all applicable laws, such General Contractor(s) shall be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site at no additional cost to the city.

The General Contractor(s) shall accept full responsibility for complying with all applicable Federal, State, City and other local governmental and agency's laws, ordinances, rules, regulations and codes currently in effect and during work performance.

The General Contractor(s) shall notify the Director and/or a designated representative within twenty-four (24) hours of receipt, of any environmental problems, complaints, fines, citations, violations or issues, by any governmental body or regulatory agency against the contractor relating to the loading, hauling or disposal of materials, construction debris, and other wastes. Such General Contractor(s) will provide evidence to the Director or his/her designated representative that these problems and issues have been satisfactorily addressed.

The General Contractor(s) will supply notice of any community meetings, media involvement or media coverage related to the loading, hauling or disposal of materials, construction debris, and other wastes under this contract in which such General Contractor(s) are asked to participate.

E. Laws, Codes, & Safety Guidelines

The General Contractor(s) shall comply with all laws, codes and safety guidelines applicable to the work being performed. For all laws, codes and safety guidelines cited here or elsewhere in specifications, the revision or edition in effect at the time of performance of the work shall apply. The laws, codes, and safety guidelines to be followed shall include, but are not limited to the following:

Compliance with Environmental Laws. General Contractor(s) shall comply with all laws relating to environmental matters including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of hazardous materials, special wastes or other contaminants into environment and to generation, use, storage, transportation, or illegal disposal of solid wastes, hazardous materials, special wastes or other contaminants including, without limitation, the Comprehensive Environmental Response and Compensation and Liability Act (42 U.S.C. & 9602 et seq.), the Hazardous Material Transportation Act (49 U.S.C. & 1801 et seq.), the Resource Conservation and Recovery Act of 1976(42 USC. & 6901 et

seq.), the Clean Water Act (33 U.S.C. & 1251 et seq.), the Clean Air Act (42 U.S.C. & 7401 et seq.) The Toxic Substances Control Act of 1976 (15 U.S.C. & 2601 et seq.), the Safe Drinking Water Act (42 U.S.C. & 300f), the Occupational Safety and Health Act of 1970(29 U.S.C & 651 et seq.), the Emergency Planning and Community Right-to-know Act (42 U.S.C & 11001 et seq.), TCEQ (415 ILCS 5/1 through 5/56.6) and the Municipal Code of the City of Houston, each as amended or supplemented, and any analogous future or present local, state or Federal statutes, rules and regulation promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule regulation, permit or permit condition, order or directive regulating, relating to or imposing liability or standards of conduct concerning any hazardous materials or by Federal government, any state or any political subdivision thereof, or any agency, court or body of the Federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions (collectively , “**Environmental Laws**”).

If any of the above laws require the General Contractor(s) to file any notice to report of a release or threatened release of hazardous materials or special wastes on, under or about any premises used by the General Contractor(s) to perform the services required hereunder, such General Contractor(s) shall provide a copy of such report or notice to the City. In the event of a release or threatened release of hazardous materials, special waste or other contaminants into the environment or in the event any claim, demand, action or notice is made against the General Contractor(s) regarding the General Contractor(s) failure or alleged failure to comply with any of the above Environmental Laws, the General Contractor(s) shall immediately notify the City in writing and shall provide the City with copies of any written claims, demands, notices or actions so made.

Permits. The General Contractor(s) shall at their own expense and in its own name obtain and maintain all permits, licenses, vehicle stickers, certificates and licenses required by the City and/or other State or Federal requirements as may be necessary to legally perform its obligation.

The General Contractor(s) must show evidence of, and maintain all waste hauling, special waste hauling, disposal permits and insurance certificates issued by the applicable Federal, State, City and other local governmental body and agency’s laws, ordinances, rules, regulations and codes, including but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, The Department of Transportation Regulations, the Hazardous Materials Transportation Act, the Clean Air Act, and the Clean Water Act, Texas Commission on Environmental Quality (TCEQ), the Municipal Code of the City of Houston, and Harris County.

PART III – EVALUATION AND SELECTION PROCESS

An evaluation committee shall evaluate Proposers’ submissions in accordance with the evaluation criteria provided herein. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, interview and negotiations. Following these City-to-Proposer(s)’ meetings, the evaluation team will summarize their findings and recalculate their scores, if needed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

A. Interviews/Oral Presentations/Demonstrations

The City reserves the right to request that Proposer(s) provide a final presentation handouts of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.

B. Selection Process

Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for selection to City officials. The City reserves the right to check references on any projects performed by the Proposer, whether provided by the Proposer or known by the City. Selected Proposals shall be submitted for approval by the appropriate City officials. The City intends to select Proposals that best meets the needs of the City and that provide the best overall value. Upon approval of the selected Proposers, contracts shall be executed by the appropriate City officials with the selected Proposers.

C. Best and Final Offer (BAFO)

City reserves the right to request a Best and Final Offer from Proposer(s), if necessary. At a minimum, the Best and Final Offer would consist of submitting a final Fee Schedule with associated costs, and address any outstanding items previously identified during the evaluation of Proposals.

If the City chooses to invoke a "required BAFO" option, Proposals shall then be re-evaluated by the evaluation committee. The BAFO shall include instructions, requirements, and a specified submission due date.

D. Evaluation Criteria

1. Responsiveness of Proposal (Pass/Fail)

- 1.1 Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate proposals in accordance with the evaluation criteria and make a recommendation to City officials.

2. Technical Competence/Requirements (100 Points)

Extent to which proposed solution meet the needs of the City including but not limited to the desired features, training program, and ease of use, as expressed in this RFP.

- 2.1 Qualifications, capacity, and specialized experience (45 points)
 - 2.1.1 Ability to successfully provide Housing Rehabilitation and/or Housing Construction services as evidenced by experience on projects of similar scope and magnitude.
 - 2.1.2 Ability maintain a high quality of services delivery under each awarded project.
 - 2.1.2.1 Housing Rehabilitation contractor must have the capacity to successfully Rehabilitate at least 100 homes per year.
 - 2.1.2.2 Housing Construction contractor must have the capacity to successfully construct at least 15 homes per year.
 - 2.1.3 Relevant permits, registrations and certifications.
 - 2.1.4 Comprehensiveness of quality control program.
- 2.2 Qualifications and requirements related to the Proposal (35 Points)
 - 2.2.1 Quality of the detailed Proposal, including any proposed methodologies, designs and pricing.
 - 2.2.2 Client references.
 - 2.2.3 Experience complying with the Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Section 1701u).

- 2.3 Quality and specialized experience of a Proposer's key personnel to successfully implement the project as evidenced by experience in similar roles to those that will be needed to perform the work contemplated under this RFP (20 Points).
 - 2.4 MWSBE Participation aligned with the project scope (Pass/Fail)
 - 2.4.1 MWSBE participation 12% (depending on the applicable project funding source), or a demonstrated good faith effort by the Proposer to meet such level of participation.
 - 2.5 Financial Stability of the Proposer (Pass/Fail)
 - 2.5.1 Audited financial statements (in accordance with Financial Accounting Standards Board regulations) for past two years.
 - 2.5.2 Demonstrated Performance and Payment Bonding capacity.
3. **Price Proposal (15 Points) and below**
- 3.1 **THE PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE** that is clearly marked with the RFP title and solicitation number and the label "Price Proposal". Please describe how home repairs, reconstructions or new constructions (as applicable) performed by your company are typically priced.

E. INVOICING

1. The City is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other backup documents are to be submitted for payments to:
2. City of Houston – Housing and Community Development Department
Attention: Home Repair Program
601 Sawyer, 4th Floor
Houston, Texas 77007

The City requires timely and accurate accounting and billing information.

Invoice Submission

Upon completion of work and/or receipt of materials, General Contractor(s) will prepare and submit a payment request to City of Houston - Housing and Community Development Department at the address provided above in subsection F.2. The payment request should include the following:

Contractor's Request for Payment - The Contractor's Request for Payment will be signed by the building contractor, homeowner, and HCDD inspector. Housing and Community Development Department may conduct an administrative signing if the homeowner has been deemed non-responsive.

Purchase Order – A copy of the purchase order must be submitted with payment request

Support Documentation - Payment requests submitted to the HCDD must include adequate support documentation. This is any sufficient documentation that demonstrates performance under the contract, completion of work, and/or supports reimbursement as required by designated program and repair type.

Invoice – Construction invoices must be generated and include the following:

- Contractor’s Name and Address
- Contractor’s City of Houston Vendor Number
- Purchase Order Number
- Homeowner Name and Address
- Homeowner Reference Number (if applicable)
- Invoice number (unique and unduplicated)
- Invoice date
- Charges itemized accordingly per contracted scope of work
- Quantity of itemized charges
- Amount to be paid on current payment request

F. SUBMISSION REQUIREMENTS

1. **Executive Summary:** At a minimum, the executive summary should (i) indicate whether the Proposer wishes to perform Housing Rehabilitation and/or Housing Construction work; (ii) include a brief overview of the Proposer(s) work history, expertise, and any prior work with the City or other local governments; (iii) include the overall strategy for implementation; (iv) include the key personnel who will be responsible for seeing the projects through completion.
2. **General Company Information:** Provide the name of your company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, telephone number, and fax number. *(At a minimum qualification, company must possess an office within Harris County, Texas.)*
 - 2.1 **Key Personnel:** Identify the key personnel that will be committed to the project. The City reserves the right to reject any key personnel proposed if it is determined in the City’s best interest. All key personnel must be committed to the project at the appropriate time level. Proposer understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the approval of the City. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.
 - 2.1.1 Provide names and titles of key personnel and an organizational chart of your proposed project team. Provide professional resumes and certifications of all key personnel. Key personnel must possess current professional certifications customary within the industry for the work to be performed.
3. **Knowledge and Experience:** Provide detailed relevant information about your company’s knowledge and experience, including:
 - 3.1 Summarize three or more deployments (in similar size and scope to this RFP), with brief descriptions that demonstrate your experience performing work for a major metropolitan area;
 - 3.2 Provide a summary of firm’s background history, number of years in business, total number of employees, key personnel and their availability to be deployed on this project for the City of Houston.
 - 3.3 Provide a detailed portfolio including samples of outreach marketing collateral for new deployments, examples of customer websites, type of web applications available for

download, customer service methodology, and the total number of spaces served in other municipalities.

4. Client References: Provide the name and reference contact information for three (3) clients for whom you have provided similar services to municipalities within the past three (3) years. Provide size and scope of each project with brief descriptions of the projects. Specifically, provide the following:
 - 4.1 Name and location of project(s);
 - 4.2 "CURRENT" reference contact names, telephone numbers, and e-mail addresses;
 - 4.3 Total number of rehabilitations and/or new homes constructed over the last five (5) years.
 - 4.4 Deployment completion date(s) or current status;
5. Forms and Certifications: Complete all required forms and certifications, as applicable. (These forms may include certifications such as Lead Based Paint Supervisor, Certified Asbestos Abatement, and Housing Quality Standards.
6. MWSBE Participation: Identify an MWSBE subcontractor and submit a signed-off "MWSBE Letter of Intent" form identifying the role of each subcontractor for this implemented project.
7. Financial Stability: a) Provide the audited financial statements for the past two years; and b) submit either the Federal Tax Forms filed to the Internal Revenue Service (IRS) for the past two fiscal years.
8. Exceptions to Standard Contract: Submit any Exceptions to this RFP and the rationale for taking the Exception. Such Exceptions will be considered when evaluating the Proposer's response to this RFP. If you are proposing alternate language, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.
9. Legal Actions: Provide a list of any pending litigation and include a brief description of the reason for legal action.
10. Conflict of Interest: Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the Proposal.
11. Other: Submit any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested, such as memberships in any professional associations, documents, examples, etc.
12. Forms and Certifications: Complete all forms and certifications attached, as appropriate.
13. Price Proposal: Please submit price proposal describing how home repairs, reconstructions, or new constructions (as applicable) performed by your company are typically priced.

Part V – EXCEPTIONS TO TERMS AND CONDITIONS

All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City

Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.

All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

Part VI – SPECIAL CONDITIONS

A. No Contact Period

Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposers(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

B. Minority and Small Woman Business Enterprises (MWSBE)

General Contactor(s) shall comply with the City's Minority and Small Women Business Enterprise ("MSWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. General Contractor(s) shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in this Agreement to MSWBE's. Proposer acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will comply with them.

C. Protests

"Protests should be filed in accordance with the City of Houston Administrative Policy (A.P. No. 5-12)" http://www.houstontx.gov/policies/administrative_policies.html

PART VII – INSTRUCTIONS TO PROPOSERS

A. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Proposer(s) are encouraged to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

B. Additional Information and Specification Changes

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division, Division Manager, Brenda Chagoya, telephone: (832) 393-8723; fax: (832) 393-8759 or e-mail (preferred method to): brenda.chagoya@houstontx.gov no later than 2:00 P.M., CST by Thursday, September 8, 2017. The City of Houston shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and sent to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within this RFP.

C. Letter(s) of Clarification

1. All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.
2. The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

D. Examination of Documents and Requirements

1. Each Proposer shall carefully examine all RFP documents and familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
2. Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

F. Post-Proposal Discussions with Proposer(s)

It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

- A. Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I)
- B. Signed MWSBE Forms: Attachment "A" Schedule of MWSBE Participation, Attachment "B," Notice of Intent, Attachment "C," Certified MWSBE Subcontract Terms, Attachment "D," Office of Business Opportunity and Contract Compliance MWSBE Utilization Report (Exhibit II)
- C. Fair Campaign Ordinance Form "A" (Exhibit III)
- D. Affidavit of Ownership or Control (Exhibit IV)
- E. Anti-Collusion Statement (Exhibit V)

- F. Bidder's Statement of Residency (Exhibit VI)
- G. Conflict of Interest Questionnaire (Exhibit VII)
- H. Debarment Certificate (Exhibit VIII)

PART IX – REQUIRED FORMS TO BE SUBMITTED BY RECOMMENDED VENDOR ONLY

Required forms shall be supplied to the selected General Contractor(s) after the award recommendation:

- A. Insurance Requirements and Sample Insurance Certificate
- B. Drug Compliance Agreement Attachment "A," Drug Policy Compliance Declaration Attachment "B," and Contractor's Certification of No Safety Impact Positions Attachment "C" and "D"
- C. City Contractors' Pay or Play Acknowledgement Form (POP-1) <http://www.houstontx.gov/obo/payorplay/pop1.pdf> and Pay or Play Certificate of Compliance (POP-2) <http://www.houstontx.gov/obo/payorplay/pop2.pdf> (Exhibit IX)
- D. Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.

EXHIBIT A

(Definitions of Acronyms and References)

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1. DEFINITION OF ACRONYMS:

- a. CDBG – Community Development Block Grant
- b. HQS – Housing Quality Standards
- c. HRP - Home Repair Program
- d. HCDD - Housing & Community Development Department
- e. HUD - U.S. Department of Housing and Urban Development
- f. IBC – International Building Code
- g. CFR - Code of Federal Regulations
- h. HCD-MPS - Housing and Community Development Single Family Minimum Property Standards (based on the City of Houston's Building / Inspection Codes)
- i. IRC - International Residential Code
- j. UFAS- Uniform Federal Accessibility Standards
- k. UCC-Uniform Commercial Code

2. REFERENCES

- a. HCDD Commercial Division Procedures Manual – CDBG, TIRZ and Bond-funded Projects
- b. Executive Order 12549, “Debarment and Suspension”
- c. 24 CFR Part 570, Subpart I, “State Community Development Block Grant Program”
- d. Public Law 109 - 148 (Department of Defense Appropriations Act, 2006)
- e. Public Law 109 - 234 (Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, 2006)
- f. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec. 1701u)
- g. Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831 (b)) and the procedures established by the Department there under Environmental Review Procedures for Recipients assuming HUD Environmental
- h. Responsibilities,” 24 CFR 58, and the laws and authorities specified at 24 CFR Sections 58.5 and 58.6
- i. 10 Texas Administrative Code Chapter 80, Texas Manufactured Housing Standards
- j. 10 Texas Administration Code, Chapter 307, Section 307.1 - 307.7, Inspections of Homes in Areas without Municipal Inspections
- k. The Hatch Act (5 U.S.C. 1501-1508 and 7324 – 7328) – which limits the potential activities of employees whose principal employment activities are funded in whole or in part with federal funds in the performance of the work
- l. International Residential Code and International Building Code, Texas Government Code 2306.514, Texas Government Code, Section 2306.514 Texas Government Code, Section 2306.514 “Construction Requirements for Single-Family Affordable Housing”; if applicable, Texas Law 2306.5014- Requires “Accessibility Standards” for all homes that receive federal money 24 CFR, Part 813.102 – “Dependents of the head of household”

EXHIBIT I
OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS

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**EXHIBIT I
OFFER AND SUBMITTAL**

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20_____

**EXHIBIT I
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
System Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
System Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
System Description: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
System Description: _____

MWSBE PARTICIPATION PLAN
GOOD FAITH EFFORTS

If you have exhausted your best efforts to comply with the City's MWSBE Policy by seeking subcontracts and supply agreements with certified minority and women business enterprises, yet failed to meet the MWSBE contract goal of this bid document, list below your good faith efforts to demonstrate compliance. For more information, please review the Good Faith Efforts Policy, which can be found on the OBO website at www.houstontx.gov/ofo.

**All firms listed above must be certified by the Office of Business Opportunity at the time of bid submission. This schedule of MWSBE participation must be returned with the bid form.

The undersigned will enter into a formal subcontracting agreement with the MWSBEs and suppliers listed on this participation plan upon award of a contract from the City.

Bidder Company Name

Signature of Authorized Officer/Agent/Bidder & Title

Print or Typed Name of Authorized Officer/Agent/Bidder & Title

Date

**EXHIBIT II
ATTACHMENT "B"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE MWBE UTILIZATION REPORT**

NOTICE OF INTENT

**THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES
SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.**

To: City of Houston _____ Date: _____
Administering Department

Project Name and Number _____

Bid Amount: _____ M/W/BE Goal: _____

_____, agrees to enter into a contractual agreement with
Prime Contractor

_____, who will provide the following goods/services in connection
MWBE Subcontractor

with the above-referenced contract:

_____ for an estimated amount of \$ _____ or _____ % of the total contract value.

_____ is currently certified with the City of Houston's Office of Business
(M/W/BE Subcontractor) Opportunity to function in the aforementioned capacity.

_____ Intend to
Prime Contractor M/W/BE Subcontractor

work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

Signed (Prime Contractor)

Signed (M/W/BE Subcontractor)

Printed Signature

Printed Signature

Title Date

Title Date

**EXHIBIT II
ATTACHMENT "C"
CERTIFIED MWBE SUBCONTRACT TERMS**

CITY OF HOUSTON CERTIFIED MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWSBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO MEDIATION"** and contain the following terms:

1. _____ (MWSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director ("the Director").
2. _____ (MWSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Chief Procurement Officer of the City has determined to have significant MWBE subcontracting potential in fields which there are an adequate number of known MBEs, WBE's, and or SBE's (if applicable) to compete for City contracts.

The MWBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

EXHIBIT II
ATTACHMENT "D"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE MWBE UTILIZATION REPORT

Report Period: _____

PROJECT NAME & NUMBER: _____ AWARD DATE: _____

PRIME CONTRACTOR: _____ CONTRACT NO.: _____

ADDRESS: _____ CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____ MWBE GOAL: _____

MWBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.
 Provide support documentation on all revenues paid to end of the report period to:
 MWBE's to reflect up/down variances on Contract amount.

Office of Business Opportunity
 ATTN: Carlecia Wright 713-837-9000
 611 Walker, 7th Floor
 Houston, Texas 77002

**EXHIBIT III
FAIR CAMPAIGN ORDINANCE**

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run-off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.

Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT III
FORM "A": FAIR CAMPAIGN**

**CONTRACTOR SUBMISSION LIST
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE**

By submitting a bid or proposal to the City of Houston for a Contract in excess of \$50,000 or for which a request is presented to City Council for approval, all respondents agree to comply with Chapter 18 of the Code of Ordinances.

Pursuant to Section 18-36 of the Code of Ordinances, it is unlawful either for any contractor to contribute or offer any contribution to a candidate, or for any candidate to solicit or accept any contribution from a contractor for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council, or a determination by City Council of the Mayor that the contract will not be awarded to a contractor.

The term "contractor" means any person who has received the award of a contract, has submitted a bid or proposal in any form for the award of a contract, or has been proposed to be awarded the contract in an item placed upon the City Council agenda, including any other person who seeks the award of the contract and is contesting, appealing, or protesting the award of the contract as proposed.

This list is submitted under the provisions of Section 18-36(b) of the City of Houston Code of Ordinances in connection with the attached Bid/Proposal of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as indicated below. Check one as applicable and attach additional pages if needed to supply the required names and addresses.

SOLE PROPRIETOR

Name _____
Proprietor Address

A PARTNERSHIP

LIST EACH PARTNER HAVING EQUITY INTEREST OF 10% OR MORE OF PARTNERSHIP (IF NONE STATE "NONE")

Name _____
Partner Address

Name _____
Partner Address

A LIMITED LIABILITY COMPANY

LIST EACH MEMBER OR MANAGER (IF NO MEMBERS) HAVING EQUITY INTEREST OF 10% OR MORE IN THE LIMITED LIABILITY COMPANY (IF NONE, STATE "NONE")

Name _____
Member/Manager Address

Name _____
Member/Manager _____ Address

Name _____
Member/Manager _____ Address

[] A CORPORATION

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Director _____ Address

Name _____
Director _____ Address

Name _____
Director _____ Address

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Officer _____ Address

Name _____
Officer _____ Address

Name _____
Officer _____ Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Owner _____ Address

Name _____
Owner _____ Address

Name _____
Owner _____ Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have knowledge of the accuracy of the information provided herein.

Signature

Printed Name

Title

Note: This list constitutes a government record as defined by § 37.01 of the Texas Penal Code.

12/15/2016

**EXHIBIT IV:
CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE**

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**," included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

5. The information shown below is true and correct for the Contracting Entity; and

6. All owners of 10% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address *[NO./STREET]* _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address *[OPTIONAL]* _____

Residence Address *[NO./STREET]* _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address *[OPTIONAL]* _____

10% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address *[NO./STREET]* _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address *[OPTIONAL]* _____

Residence Address *[NO./STREET]* _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address *[OPTIONAL]* _____

7. *Optional Information*

Contracting Entity and/or _____ [NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (____) _____

Tax Years _____

Status of Appeal [DESCRIBE] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20____.

(Seal)

Notary Public

NOTE: This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT V
ANTI-COLLUSION STATEMENT**

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

**EXHIBIT VI
 BIDDER'S STATEMENT OF RESIDENCY**

The City may not award a contract for general construction, services, or purchases to a Nonresident Bidder unless Nonresident's Bid is lower than the lowest Bid submitted by a responsible Texas Resident Bidder by the same amount that a Texas Resident bidder would be required to underbid the Nonresident Bidder to obtain a comparable contract in the state in which Nonresident's principle place of business is located.

1. This certifies that the Bidder, _____, is a State of Texas Resident Bidder as defined in TEX. GOVT. CODE ANN. § 2252.001(4) (Vernon 2016).

 Signature Title

"Texas Resident Bidder" means a bidder whose principal place of business is in this State, and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in this State. *When bidder cannot sign 1, above, proceed to 2.*

2. a. _____ is a resident of _____ and is a Nonresident Bidder as defined in TEX. GOVT. CODE ANN. § 2252.001(3) (Vernon 2016).

 Signature Title

"Nonresident Bidder" means a bidder whose principal place of business is not in this State, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this State.

b. The State of _____ [does/does not] _____ have a state statute giving preference to resident bidders.

 Signature Title

If the answer to 2.b is that your state does have a statute giving preference to resident bidders, then you must provide a copy and proceed to 3.

3. A copy of the State of _____ statute is attached.

 Signature Title

 Date

Note to Specifier - Do not include this form if the Project will receive federal funding in whole or in part. If used, include reference in Document 00210 - Supplementary Instructions to Bidders.

States that currently penalize out-of-state bidders include, but may not be limited to, Colorado, Illinois, Iowa, Minnesota, Montana, North Dakota, Pennsylvania, and Wyoming. If Low Bidder is a resident of one of these states, consult the City of Houston Legal Department in adjusting the Bid Amount.

**EXHIBIT VII
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176.006 of the Local Government Code ("the code") requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

NOTE: Vendors/Contractors or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.**

Who must file a CIQ?

A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding \$250.00.

When must the Vendor/Contractor or Agent file a CIQ?

The completed CIQ must be filed with the City Purchasing Agent not later than the 7th business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds \$250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

What is a business relationship?

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf> . Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**

**EXHIBIT VII
CONFLICT OF INTEREST QUESTIONNAIRE**

<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>For vendor or other person doing business with local governmental entity</p>	FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1 Name of person who has a business relationship with local governmental entity.</p>	Date Received
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p>	<p align="center">_____</p> <p align="center">Date</p>

**EXHIBIT VIII
DEBARMENT CERTIFICATE**

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The undersigned certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- (b) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (b) of this certification; and
- (d) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000.00 or imprisonment for up to five (5) years, or both.

Type Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

**EXHIBIT VII
SAMPLE CONTRACTS**

MASTER CONTRACTOR SAMPLE AGREEMENT AND MASTER TRI-PARTY SAMPLE AGREEMENT

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SAMPLE CONTRACT – SUBJECT TO CHANGE

State of Texas

County of Harris

**MASTER CONTRACTOR AGREEMENT
CITY OF HOUSTON
HOME REPAIR PROGRAM**

PREAMBLE

THIS MASTER CONTRACTOR AGREEMENT (this "Agreement") is made and entered into by and between THE CITY OF HOUSTON (the "City"), a municipal corporation and home-rule city of the State of Texas principally situated in Harris County, and _____ (the "Contractor") effective as of _____, 20__.

In consideration of the mutual covenants and agreements contained in this Agreement, the parties agree that all contracts and projects entered into between the parties under the Home Repair Program ("HRP") will be governed by, and subject to the terms and provisions of, this Agreement, and further agree as follows:

SECTION I

DEFINITIONS

Certificate of Compliance shall mean a certificate issued by the City and signed by the City's inspector stating that all Work has been duly inspected and found to comply with City of Houston Construction Code requirements.

Change Order shall mean an amendment to the Work and/or Contract Price pertaining to a particular Project, submitted by the Contractor and approved by the Homeowner and the City in accordance with the Project Documents and the HRP Guidelines.

City shall mean the City of Houston, and shall include its various departments, officers, employees and legal representatives, and authorized agents.

Competitive Sealed Proposal shall mean the project delivery method authorized by Subchapter H of Chapter 271 of the Texas Local Government Code and required in connection with Reconstruction Projects under the HRP.

Contract Price shall mean the price to be paid by the City to the Contractor for the performance of the Work in connection with a particular Project. Any changes in the

SAMPLE CONTRACT – SUBJECT TO CHANGE

Contract Price shall only result from authorized Change Orders. The Contract Price shall be paid in the form of progress payments in accordance with the Progress Schedule.

Contractor shall mean the contractor who is selected to perform the Work on the residential structure under the HRP. Contractors shall be selected by one of the following methods: 1) the competitive sealed proposal method, with sealed work plans and specifications (Moderate and Substantial Rehabilitation projects and Reconstruction projects); 2) an informal bid procedure (all work under \$3,000); and 3) an Emergency Purchase Order (EPO) in the event of a life threatening health or safety hazard.

Contractor's Request for Payment shall mean that certain application and request for payment submitted by Contractor requesting a progress payment in accordance with the Progress Schedule. Contractor's application for payment shall reflect the cost for the portion of the Work that has been completed by Contractor, shall include the notarized signature of the Contractor and otherwise be in form and substance acceptable to the City.

Director shall mean the Director of HCDD or any other person(s) that may be designated to perform the various functions assigned to the Director.

HCDD shall mean the City of Houston's Housing and Community Development Department.

Homeowner shall mean the owner/occupant of a single-family structure who qualifies for participation in the HRP.

Home Repair Program (HRP) shall mean the Home Repair Program administered by HCDD in accordance with the HRP Guidelines.

HRP Guidelines shall mean the Home Repair Program Guidelines adopted by HCDD, dated _____.

HUD shall mean the U.S. Department of Housing and Urban Development and any successor government agency.

Notice to Proceed shall mean the written authorization issued by the City for the Contractor to proceed with the Work set forth in the Plans and Specifications or Work Write-Up, as applicable.

Owner's Acceptance Form shall mean a written statement issued by the City and signed by the City's inspector and the homeowner, stating that all Work has been generally completed in accordance with the Work Write-up and/or Plans and Specifications.

SAMPLE CONTRACT – SUBJECT TO CHANGE

Plans and Specifications shall mean a detailed itemized list approved by the City that provides instructions to the Contractor for the Reconstruction Work to be done on the Property under the HRP, which may include drawings, as applicable. Plans and Specifications may be amended by authorized Change Orders.

Progress Schedule shall mean the schedule of the Work to be performed by certain dates, as determined by the Contractor and approved by the City in connection with a Project.

Project shall mean the Rehabilitation or Reconstruction Work to be done on a Property under the HRP. Each Project shall be subject to and governed by the terms and provisions of this Agreement and the Project Documents.

Project Documents shall mean this Agreement, the Tri-Party Agreement, Work Write-Up, the HRP Guidelines, the Plans and Specifications, the Progress Schedule, the Notice to Proceed, the Certificate of Compliance, Deed of Trust, Owner's Acceptance Form, properly approved and executed Change Orders, if any, and all other documents pertaining to, or executed in connection with the Project.

Property shall mean the land described in Exhibit "A" of the Tri-Party Agreement attached hereto and made a part hereof for all purposes, and all rights and appurtenances thereto; all improvements now or hereafter attached to the land or improvements, and all substitutions and replacements thereof and additions and successions thereto. The Property described herein is located at _____.

Reconstruction shall refer to the Tier III component of the HRP, which denotes the rebuilding of an existing housing unit on the same site, the cost for which repairs exceed the amount of \$65,000 under the HRP Guidelines. If the housing unit has no foundation or if it is not possible to rebuild or perform substantial rehabilitation on the foundation, then the foundation will be deemed to be the same location as the building that is being reconstructed. The reconstructed housing unit must be functionally equivalent to the structure being replaced, but may be larger or smaller than the original unit depending on the needs of the family occupying the reconstructed home. The Reconstruction component is also referred to as Tier III, these repairs must be required to remove all life, health, or safety hazards to the existing home under the HRP Guidelines

Rehabilitation shall mean those repairs required to remove all life, health, or safety hazards to the existing dwelling unit under the Tier I (Moderate Rehabilitation) or Tier II (Substantial Rehabilitation) components, the cost of such repairs may not exceed \$65,000.

Subcontractor shall mean any person or entity who, pursuant to this Agreement, will perform Work on the Property at the request of Contractor.

SAMPLE CONTRACT – SUBJECT TO CHANGE

Survey shall mean an identification of all relevant characteristics of a Homeowner's Property, including but not limited to improvements to the Property and a metes and bounds description of the Homeowner's Property.

Tri-Party Agreement shall mean the agreement by and between a Homeowner, Contractor and the City relating to Work to be done on a Homeowner's Property under the HRP.

Work shall mean the labor and the materials necessary to complete the Rehabilitation or Reconstruction required under this Agreement, the Work Write-up, Plans and Specifications and related documents.

Work Write-up shall mean the form that specifies the Work to be done on a Rehabilitation Project.

SECTION II

SCOPE OF SERVICES

Contractor's Duties.

In connection with each Project:

Section 2.01 General. The Contractor shall perform all of the services and furnish all materials, labor and equipment necessary to complete the Work described in the Work Write-up or Plans and Specifications.

Section 2.02 Inception. The Contractor shall not begin the Work until the Contractor receives a Notice to Proceed.

Section 2.03 Scope. All Work to be performed and all specifications pertaining thereto will be identified in the Project Documents. **CONTRACTOR SHALL PERFORM NO OTHER WORK UNLESS CHANGE ORDERS FOR ADDITIONAL WORK OR MATERIALS ARE ISSUED IN ACCORDANCE WITH THIS AGREEMENT AND THE PROJECT DOCUMENTS.** All properly approved and executed Change Orders shall be made a part of Project Documents.

Section 2.04 Side Agreements The Contractor agrees not to enter into any side agreements for additional work or materials for a Property over and above those specified in the Work Write-up or Plans and Specifications, where such labor is to be performed or material to be supplied or installed prior to the issuance of Owner's Acceptance Form and Certificate of Compliance.

SAMPLE CONTRACT – SUBJECT TO CHANGE

Section 2.05 Surveys For all Reconstruction Projects, the Contractor agrees to develop a survey of the Homeowner's Property to be completed by a registered surveyor, at Contractor's sole expense.

SECTION III

STANDARDS OF PERFORMANCE

In connection with each Project:

Section 3.01 Codes and Standards. Contractor shall perform all Work in conformance with the applicable building codes, the Plans and Specifications, and any manufacturer's recommendations. To the extent of conflict between any of the foregoing codes and standards and the Plans and Specifications, the more restrictive shall apply. Contractor shall obtain and pay all fees for all necessary building permits and inspections required by the City and furnish a copy of same to the City. If modification of the Work Write-up is required to comply with the codes and standards, then the parties shall negotiate and agree to a modification of the Work Write-up by Change Order.

Section 3.02 Protective Measures. The Contractor is responsible for the care and safekeeping of all Work until its completion. The Contractor shall bear the risk of loss for damage to a Homeowner's Property (including land, structures, and improvements) due to equipment, vehicles, tools, or operations employed in the execution of the Work under the Work Write-up or Plans and Specifications, and due to exposure to the elements which results from the execution of the Work under the Work Write-up or Plans and Specifications. Except as otherwise provided in the Work Write-up or Plans and Specifications, upon completion of the Work, the Contractor shall clear and remove all surplus materials, equipment, refuse, dirt, or rubbish that has resulted from the performance of the Work under the Work Write-up or Plans and Specifications, at the Contractor's expense. The Contractor shall also leave a Homeowner's Property in a "broom-clean" condition at the end of each workday if the unit is occupied during the Work.

Section 3.03 Acts and Omissions. The Contractor shall be responsible and liable to the City for the acts and omissions of the Contractor's employees, agents, and subcontractors and their agents and employees.

Section 3.04 Indemnification. **THE CONTRACTOR AGREES TO AND SHALL, TO THE EXTENT PERMITTED BY TEXAS LOCAL GOVERNMENT CODE §271.904, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") HARMLESS FOR ALL**

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CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY ARISING AS A RESULT OF THE CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONSULTANTS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS IN CONNECTION WITH ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. THE INDEMNITY SHALL APPLY WHETHER OR NOT THE EVENT IS CAUSED BY THE CONTRIBUTORY NEGLIGENCE OF THE CITY.

SECTION IV

CONTRACT AMOUNT

In connection with each Project:

Section 4.01 Contract Price. The City shall pay the Contractor the Contract Price for the performance of the Work described in the Project Documents. Any changes in the Contract Price shall only result from authorized Change Orders. The Contract Price shall be paid in the form of progress payments, which will be submitted and disbursed according to the Progress Schedule.

Section 4.02 Bid Price. The Contractor's bid price will be binding on the Contractor for a minimum period of at least 90 days from the date the bid is received by the City.

Section 4.03 Change Orders. If the Contractor determines that a change in the Work or Contract Price is required, the Contractor may submit a written change order request that includes the estimate for increases or decreases and an explanation of requested changes. The City shall review the change order request to determine if the change is valid before authorizing. If the City elects to authorize the change, the City will compute the reduction from or addition to the Contract Price/Work and will authorize the Change Order in writing. All change orders must be submitted and approved in writing. Contractors are not authorized to perform any additional work unless a Change Order is approved by the City. **The Contractor will not, and shall not have any obligation to, perform any change in the Work until a Change Order has been authorized and issued by the City.** Under no circumstances may the amount of the Contract Price, plus Change Order exceed the maximum amount of assistance authorized under the HRP Guidelines.

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SECTION V

PAYMENTS

In connection with each Project:

Section 5.01 Limit of Appropriation. The Contractor recognizes that under certain provisions of the Charter of the City of Houston, the City may not obligate itself by contract to an extent in excess of an amount appropriated by the City Council and further recognizes that only \$_____ has been appropriated and budgeted by City Council to pay the cost of the Project.

Section 5.02 Progress Payments

- A. Each progress payment will not exceed the cost set forth in the Progress Schedule for the portion of the Work which has been completed and approved by the City as provided below, and shall be limited to ninety (90%) percent of said cost.
- B. All progress payments will be requested in accordance with the Progress Schedule. When requesting a progress payment:
 1. Contractor must submit a Contractor's Request for Payment to the City.
 2. Upon receipt of the Contractor's Request for Payment, the City will review and verify the Contractor's Request for Payment. Upon the City's approval of the Contractor's Request for Payment, it will be processed and payment made to the Contractor as soon as possible but in no event later than thirty (30) days from the date the Contractor's Request for Payment is received by the City.
 3. The City's review, verification and approval process may include field inspections at the Property.

Section 5.03 Final Inspection and Payment.

A. Upon the City's Inspector being satisfied that all Work is complete, the City's inspector will arrange and conduct a walk-through inspection of the Property together with the Homeowner and the Contractor. During the final inspection, the City's inspector will discuss the warranty and any other outstanding issues with the Homeowner. The City's inspector and the Homeowner will make a list of items that are

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in need of correction or completion, based upon the Project Documents (the "Punch List"). The Contractor will schedule and complete the Work on the Punch List within five (5) days from the date of the walk-through inspection. When the Work on the Punch List is complete, the Contractor, Homeowner and City's inspector will verify that all such Work has been completed.

B. Upon completion of all Work on the Punch List and verification of the completion by the Contractor, the Homeowner and the City's Inspector, the City's Inspector will forward the Contractor's Request for Payment for the final payment to the appropriate City office for processing and payment. After the issuance of the Final Payment, the thirty day (30) retainage period shall begin. On or before the expiration of the thirty day (30) retainage period, no issues are found, retainage will be released to Contractor.

SECTION VI

TIME OF PERFORMANCE

Section 6.01 Time for Performance. The Work to be performed in connection with each Project shall commence on the date specified in the Notice to Proceed issued in connection with such Project. The Work shall be completed within the time period specified in said Notice to Proceed.

Section 6.02 Force Majeure. If performance by the Contractor is prevented or delayed as a direct result of unusual climatic conditions, riot, insurrection, fire, act of nature, or operation of law, the allotted time for the completion of the Work may be extended by one calendar day for each calendar day lost from such cause, provided that the City approves the extension in writing. The Contractor must notify the City in writing of the delay and the reason or reasons for the delay within three (3) days after the beginning of such delay. All such extensions shall be documented by a written change order executed by the Homeowner, Contractor and City.

Section 6.03 Liquidated Delay Damages. The Contractor and the City agree that a breach of this Contract as to completion time will cause damage to the City, but further agree that such damage cannot be accurately measured. Therefore, the parties agree that \$100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time limit set forth in Paragraph 6.01 above, or as extended.

Section 6.04 Actual Damages. However, the foregoing agreement as to liquidated damages constitutes an agreement by the City and the Contractor as to the minimum amount of damages which the City will sustain in any event by reason of the Contractor's failure to complete the Work within the specified time. The City may

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recover actual damages over and above the minimum amount that result from the Contractor's failure to begin the Work when ordered, carry it forward uninterrupted after beginning, or complete it within the time specified and in strict accordance with the Plans and Specifications, Work Write-up or Work Order or change orders. The City shall have the right to deduct and withhold the amount of any and all damages, whether it be the minimum amount agreed upon or otherwise, from any monies owing the Contractor. The Homeowner's Grant is not reduced by the amount of the liquidated damages deducted from the payment(s) to the Contractor.

SECTION VII

CONTRACTOR'S WARRANTY

Section 7.01 Warranty. Contractor expressly and unconditionally warrants and guarantees all of the Work performed in connection with an Project in accordance with and for the periods set forth in Section 430.001 of the Texas Property Code. In the event said section of the Texas Property Code is revoked, the standards and periods as now provided will continue to apply to the Work. This warranty includes, without limitation, any condition that may impair or tend to impair the safe and normal use, functioning or enjoyment of the Property and which results in any manner from any and all labor and/or materials used or supplied under the Project Documents for such Project.

- a. The warranty shall not be construed to limit or in any way modify any warranties or guarantees placed upon any material, appliances, fixtures or devices by their manufacturers, or any components for which a longer period of warranty is provided or required under the Project Documents for such Identified Project.
- b. The warranty period shall commence on the date of the Certificate of Compliance or Owner's Acceptance Form for such Project.
- c. The Contractor shall repair or replace, free of cost or charges to the City, any defects that arise out of defective workmanship or materials which appear within the warranty period, whether or not the materials or equipment are guaranteed by the manufacturer or supplier.
- d. The Contractor shall furnish the City with all manufacturer's and supplier's written guarantees, warranties and operating instructions covering materials and equipment furnished under the Project Documents for such Project, together with any documentation required for validation.

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Section 7.02 Correction of Work under Warranty. In the event that Contractor is notified of a defect that has arisen during the warranty period, Contractor shall begin to correct the defect within 10 days after receipt of notification and shall complete the correction of the defect as soon as possible free of cost or charges to the City or the Homeowner, whether or not the materials or equipment are guaranteed by the manufacturer or supplier. Notice of the defect must be given during the warranty period.

SECTION VIII

INSURANCE AND INDEMNIFICATION

8.01 Insurance. The Contractor shall provide and maintain certain insurance and Endorsements in full force and effect at all times during the term of this Contract and any extensions thereto. Such insurance is described as follows.

8.01.1 Risks and Limits of Liability

8.01.1.1 The Contractor shall maintain the following insurance coverages in the following amounts:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Workers' Compensation	<ul style="list-style-type: none"> • Statutory for Workers' Compensation
Employer's Liability	<ul style="list-style-type: none"> • Bodily Injury by Accident \$500,000 (each accident) • Bodily Injury by Disease \$500,000 (policy limit) • Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	<ul style="list-style-type: none"> • Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence, and \$2,000,000 aggregate
Automobile Liability	<ul style="list-style-type: none"> • \$1,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos
Professional Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence; \$2,000,000 aggregate

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Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability and Automobile Liability	• \$1,000,000.00
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

8.01.2 **Insurance Coverage.** At all times during the term of this Contract and any extensions or renewals, the Contractor shall provide and maintain insurance coverage that meets the Contract requirements. Prior to beginning performance under the Contract, at any time upon the Director's request, or each time coverage is renewed or updated, the Contractor shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. The Contractor shall be responsible for and pay (a) all premiums and (b) any claims or losses to the extent of any deductible amounts. The Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. The Contractor shall also require all subcontractors or consultants whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.

8.01.3 **Form of insurance.** The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never (a) excuse non-compliance with the terms of this Section, or (b) waive or estop the City from asserting its rights to terminate this Contract. The policy issuer shall (1) have a Certificate of Authority to transact insurance business in Texas, or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+, and a Best's Financial

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Size Category of Class VI or better, according to the most current Best's Key Rating Guide.

8.01.4 **Required Coverage.** The City shall be an Additional Insured under this Contract, and all policies except Professional Liability and Worker's Compensation must name the City as an Additional Insured. The Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies except professional liability must contain coverage waiving such claim. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Contract. If professional liability coverage is written on a "claims made" basis, the Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Contract with a duration of two years after substantial completion.

8.01.5 **Notice.** **THE CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED.** Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.

SECTION IX

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DISPUTE RESOLUTION

Contractor agrees to submit a dispute concerning the quantity, quality and completion or sufficiency of Work performed or materials supplied, to the HCDD/HRP. The parties may make a final written appeal for resolution of a dispute to the Director.

SECTION X

TERMINATION

Section 10.01 Termination With Cause.

A. The City may terminate this Agreement in its entirety or as to an Project for cause by giving five (5) days written notice to the Contractor under any of the following circumstances:

1. If Contractor neglects to perform the Work in connection with any Project properly, or in a timely manner, or refuses or neglects to supply proper or sufficient materials or workmen, or fails to perform any provision of any of the Project Documents pertaining to an Project;
2. If Contractor is adjudged bankrupt, makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of insolvency;
3. If Contractor fails to make prompt payment to any Subcontractor for material or labor; or
4. Contractor violates any public law or ordinance.

B. If the City terminates this Agreement in its entirety or as to an Project for cause, the City may take possession of the Project site or sites and utilize any and all materials and appliances to be provided under the respective Project Documents which are located on the site or sites to finish the Work. The City shall not prejudice any of the City's rights or remedies under this Agreement or the respective Project Documents, or by law, by terminating this Agreement in its entirety or as to a Project for cause or by taking possession of the site or sites.

C. In case of termination of this Agreement in its entirety or as to an Project for cause pursuant to this subsection, the Contractor shall not be entitled to receive any payment for any Project until the Work for such Project is completed. Upon completion of any such Project, the Contractor shall be given any balance of the Contract Price less any damages and less the amount of expenses incurred by the City in finishing the

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Work for such Project, including any costs in addition to or in excess of those originally contemplated in the Project Documents for such Project. If the cost in completing the Work for any such Project is greater than the original Contract Price, the Contractor shall pay the difference to the City upon ten (10) days written demand.

Section 10.02 Termination Without Cause. The City may terminate this Agreement in its entirety or as to a Project without cause by giving five (5) days written notice of said termination to the Contractor. In case of termination of this Agreement in its entirety or as to a Project without cause pursuant to this subsection, the Contractor shall submit his final statement for all Work performed through the date of termination for the respective Project or, in the case of the termination of this Agreement in its entirety, for all Projects under this Agreement, which shall be payable in the manner provided in Section V of this Agreement.

Section 10.03 Acceptance of Inferior Work. In connection with any Project, the City may accept Work that appears to be incorrect if, in the City's opinion, it is impractical to have the Work corrected. In such case, the City does not waive the defect, but rather may deduct a reasonable amount for the loss sustained from the Contract Price for said Project. This subsection is not intended to limit the right of the City to recover additional damages as may be permitted under this Agreement, the respective Project Documents or by law.

Section 10.04 Cessation of Work. Upon receipt of a notice to terminate from the City, the Contractor shall discontinue all Work under this Agreement and all Project Documents for each Project, unless the notice specifies a later termination date or that specific Work be completed prior to termination.

SECTION XI

ADDRESS AND NOTICE

Section 11.01 Notice. Unless otherwise provided in this Agreement, all notices including any communication, request, reply or advice shall be in writing. If mailed, notice shall be deemed effective the date that it is deposited in the United States mail. Notices given in any other manner shall be effective the date received by the party to be notified.

SAMPLE CONTRACT – SUBJECT TO CHANGE

Section 11.02 Addresses. Notice shall be made to the following physical addresses:

To City: **CITY OF HOUSTON/HCDD**
601 SAWYER, SUITE 400
HOUSTON, TEXAS 77007
ATTN: HRP

To Contractor: _____

Section 11.03 Change in Address. Each party shall have the right to change its respective address or addressee for notice under this Agreement, provided that at least ten (10) days written notice is given of such new address to the other party.

SECTION XII

ASSIGNMENT AND AMENDMENT

Section 12.01 Assignment. This Agreement shall not be assigned without the prior written approval of the City and the Director. The Contractor may subcontract the Work, however the Contractor shall remain liable for the Work unless an assignment is approved by the City in writing.

Section 12.02 Amendment. All amendments to this Agreement shall be in writing, executed by the parties, and approved by the Director. Any amendment which does not comply with this provision will be without effect.

SECTION XIII

MISCELLANEOUS

13.01 Independent Contractor. The relationship of the Contractor to the City shall be that of an independent contractor.

SAMPLE CONTRACT – SUBJECT TO CHANGE

13.02 Business Structure and Assignments. The Contractor shall not assign this Contract at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in Chapter 9 of the Texas Business & Commerce Code. In the case of such an assignment, the Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee. The Contractor shall not delegate any portion of its performance under this Contract without the Director's prior written consent.

13.03 Parties in Interest. This Contract shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Contractor only.

13.04 Non-waiver. Failure of either Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

13.05 Applicable Laws. This Contract is subject to and shall be construed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Houston, and to the extent required by any agreement between the City and any Federal agency, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction over this Project. This Contract is performable in Harris County, Texas.

13.06 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

SAMPLE CONTRACT – SUBJECT TO CHANGE

13.07 Captions. The captions at the beginning of the articles and sections of this Contract are guides and labels to assist in locating and reading such articles and sections and, therefore, will be given no effect in construing this Contract and shall not be restrictive of or be used to interpret the subject matter of any article, section, or part of this Contract.

13.08 Acceptances and Approvals. Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the Contractor, its employees, agents, Consultants, or suppliers for the accuracy, competency, and completeness for any Documents prepared or services performed pursuant to the terms and conditions of this Contract, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees, for any defect, error or omission in any Documents prepared or services performed by Engineer, its employees, agents, Consultants or suppliers pursuant to this Contract.

13.09 Inspections and Audits. Representatives of the City shall have the right to examine and review all books, records, and billing documents which are directly related to performance or payment under this Contract. The Contractor shall maintain such books, records, and billings for three years after the cessation of its other duties under this Contract. This right of audit extends to the records of Engineer's Consultants, and the Contractor's agreements with its Consultants shall provide this right to the City.

13.10 Construction Budget. If a construction budget for this Project is indicated in an exhibit to this Contract, the Contractor will use its best efforts to design the Project so that it is likely that the Project may be constructed within that budget. At any point the Contractor becomes reasonably aware that the construction budget will likely be exceeded, the Contractor will notify City of its awareness of that likelihood.

13.11 Site Conditions. The Contractor understands that it is in the interest of the City that the construction of the Project being designed by the Contractor under this Contract shall proceed in a prompt and efficient manner. The Contractor will make a reasonable effort to identify and note on its construction documents interferences that will be encountered on the site of the construction by the construction contractor.

SAMPLE CONTRACT – SUBJECT TO CHANGE

13.12 **Ambiguities.** In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any Party because of such Party's involvement in the preparation or drafting of this Contract.

13.13 **Entire Agreement.** This Contract merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the subject matter hereof, whether written or verbal.

13.14 **Survival.** The Contractor shall remain obligated to the City under all clauses of this Contract that expressly or by their nature extend beyond the expiration or termination of the term of this Contract, including but not limited to the Ownership of Documents provisions of Article 2 of this Contract.

13.15 CONTRACTOR'S DEBT. IF THE CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS CONTRACT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT THE CONTRACTOR HAS INCURRED A DEBT, THE CONTROLLER SHALL IMMEDIATELY NOTIFY THE CONTRACTOR IN WRITING. IF THE CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO THE CONTRACTOR UNDER THIS CONTRACT, AND THE CONTRACTOR WAIVES ANY RECOURSE THEREFOR. THE CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS CONTRACT.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first set forth above. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

CONTRACTOR:

BY: _____

PRINTED NAME: _____

TITLE: _____

CITY OF HOUSTON

BY: _____

**KIMESHA SONNIER, DIVISION MANAGER
HOUSING AND COMMUNITY DEVELOPMENT**

SAMPLE CONTRACT – SUBJECT TO CHANGE

The State of Texas

County of Harris

**HOME REPAIR PROGRAM REHABILITATION AND
RECONSTRUCTION TRI-PARTY AGREEMENT**

This Home Repair Rehabilitation and Reconstruction Tri-Party Agreement (“Agreement”) between the City of Houston (“City”), a municipal corporation and home-rule city of the State of Texas principally situated in Harris County, _____ (“Homeowner”) and _____ (“Contractor”), is effective on the _____ day of _____ 20__.

In consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

Section I – Definitions

Whenever used in this Agreement, the following words and terms shall have the meanings ascribed to them as follows:

Affordability Period shall mean the period of time during which a Homeowner must comply with the terms of the Home Repair Program (“HRP”) Guidelines and related legal documents. The Affordability Period shall begin on the date of issuance of the Certificate of Compliance (in the case of a Reconstruction Project) or Owner’s Acceptance Form (in the case of a Rehabilitation Project) and shall end on the Maturity Date.

Certificate of Compliance shall mean a certificate issued by the City and signed by the City’s inspector stating that all Work has been duly inspected and found to comply with City of Houston Construction Code requirements.

Change Order shall mean an amendment to the Work and/or Contract Price pertaining to a particular Project, submitted by Contractor and approved by Homeowner and the City in accordance with the Project Documents and the HRP Guidelines.

City shall mean the City of Houston, and shall include its various departments, officers, employees and legal representatives and authorized agents.

Contractor shall mean the contractor who is selected to perform the Work on the Property under the HRP. The Contractor selected to perform the Work on the Project is identified above in the first paragraph of this Agreement.

Director shall mean the Director of HCDD or any other person(s) that may be designated to perform the various functions assigned to the Director.

SAMPLE CONTRACT – SUBJECT TO CHANGE

Grant shall mean the form of financial assistance provided by the City to Homeowner for the purpose of rehabilitation or reconstruction of the Property in accordance with the Work Write-up, the Master Contractor Agreement, this Agreement and the HRP Guidelines. The Grant is (i) in the amount of \$_____, (ii) a performance based, non-interest bearing grant, (iii) for a term beginning from the date of this Agreement and ending on the Maturity Date; provided no default has occurred under the documents executed in connection with the Grant. The Grant is evidenced by a Promissory Note executed by Homeowner, payable to the City.

HCDD shall mean the City's Housing and Community Development Department.

Home Repair Program (HRP) shall mean the Home Repair Program administered by HCDD in accordance with the HRP Guidelines

HRP Guidelines shall mean the Home Repair Program Guidelines adopted by HCDD, dated _____.

HUD shall mean the U.S. Department of Housing and Urban Development and any successor government agency.

Master Contractor Agreement shall mean the agreement between the City and Contractor selected to perform the Work, and the terms and provisions of said Master Contractor Agreement are hereby incorporated into this Agreement. A copy of the Master Contractor Agreement applicable to this Agreement is attached as Exhibit "C". If a copy of the Master Contractor Agreement is not attached hereto, Master Contractor Agreement shall refer to the "Master Contractor Agreement" executed most recently prior hereto by the City and the Contractor.

Maturity Date shall mean a specified number of years from the date of issuance of the Certificate of Compliance or Owner's Acceptance Form, which date will be five years for a Moderate Rehabilitation Project, ten years for Substantial Rehabilitation Project or twenty years for a Reconstruction Project.

Moderate Rehabilitation shall mean the rehabilitation work also referred to as the Tier II component, these repairs must be required to remove all life, health, or safety hazards to an existing home, the cost of which must be between \$10,000 up to \$29,000.

Notice to Proceed shall mean the written authorization issued by the City for the Contractor to proceed with the Work set forth in the Plans and Specifications or Work Write-Up, as applicable.

Owner's Acceptance Form shall mean a written statement issued by the City and signed by the City's inspector and the Homeowner, stating that all Work has been generally completed in accordance with the Work Write-up and/or Plans and Specifications.

Plans and Specifications shall mean a detailed itemized list approved by the City that

SAMPLE CONTRACT – SUBJECT TO CHANGE

provides instructions to the Contractor for the Reconstruction Work to be done on the Property under the HRP, which may include drawings, as applicable. Plans and Specifications may be amended by authorized Change Orders.

Progress Schedule shall mean the schedule of the Work to be performed by certain dates, as determined by the Contractor and approved by the City in connection with a Project.

Project shall mean the Rehabilitation or Reconstruction Work to be done on a Property under the HRP. Each Project shall be subject to and governed by the terms and provisions of this Agreement and the Project Documents.

Project Documents shall mean this Agreement, the Tri-Party Agreement, Work Write-Up, the HRP Guidelines, the Plans and Specifications, the Progress Schedule, the Notice to Proceed, the Certificate of Compliance, Deed of Trust, Owner's Acceptance Form, properly approved and executed Change Orders, if any, and all other documents pertaining to, or executed in connection with the Project.

Promissory Note shall mean the Promissory Note in the amount of the Grant executed by Homeowner and payable to the City.

Property shall mean the land described in Exhibit "A" attached hereto and made a part hereof for all purposes, and all rights and appurtenances thereto; all improvements now or hereafter attached to the land or improvements, and all substitutions and replacements thereof and additions and successions thereto. The Property described herein is located at _____.

Reconstruction shall refer to the Tier III component of the HRP, which denotes the rebuilding of an existing housing unit on the same site, the cost for which repairs exceed the amount of \$65,000 under the HRP Guidelines. If the housing unit has no foundation or if it is not possible to rebuild or perform substantial rehabilitation on the foundation, then the foundation will be deemed to be the same location as the building that is being reconstructed. The reconstructed housing unit must be functionally equivalent to the structure being replaced, but may be larger or smaller than the original unit depending on the needs of the family occupying the reconstructed home. The Reconstruction component is also referred to as Tier III, these repairs must be required to remove all life, health, or safety hazards to the existing home under the HRP Guidelines

Rehabilitation shall mean those repairs required to remove all life, health, or safety hazards to the existing dwelling unit under the Tier I (Moderate Rehabilitation) or Tier II (Substantial Rehabilitation) components, the cost of such repairs may not exceed \$65,000.

Subcontractor shall mean any person or entity who, pursuant to this Agreement, will perform Work on the Property at the request of Contractor.

SAMPLE CONTRACT – SUBJECT TO CHANGE

Substantial Rehabilitation shall mean the rehabilitation work also referred to as the Tier II component, which repairs must be required to remove all life, health, or safety hazards to an existing home the cost for which shall be between \$30,000 to \$65,000.

Work shall mean the labor and the materials necessary to complete the Rehabilitation or Reconstruction Work required under this Agreement, the Work Write-up, Plans and Specifications and related documents..

Work Write-up shall mean the form that specifies the Work to be done on a Rehabilitation Project.

Section II – Certifications and Representations by Homeowner

Homeowner certifies and represents the following:

- A. Homeowner is the owner and occupant of the dwelling on the Property.
- B. Homeowner has fee simple title to the Property.
- C. The Property is free and clear of all liens, encumbrances and encroachments.
- D. Taxes on the Property are paid current.
- E. Household income does not exceed 80% of the median income for the City as published by HUD at the time of the application for home repair assistance.
- F. Homeowner has voluntarily applied for and has been selected to participate in the City's HRP and agrees to the terms and conditions contained in this Agreement.

Section III – Covenants and Agreements by Homeowner

Homeowner covenants and agrees to the following:

- A. Homeowner does hereby authorize the City to act on their behalf in connection with the work performed by the Contractor. The Homeowner acknowledges that the Contractor has been selected in accordance with the HRP Guidelines.
- B. Homeowner agrees that the City and Contractor may enter and leave the Property at all reasonable times. The City, Contractor, and their respective employees may use the common areas and roadways of Property, together with all facilities, equipment, improvements, and services provided in connection with the Property.

SAMPLE CONTRACT – SUBJECT TO CHANGE

- C. Homeowner shall be required to own and occupy the Property as Homeowner's primary residence during the Affordability Period in order to fully discharge Homeowner's responsibility under the HRP, the Grant and the Promissory Note.
- D. Homeowner shall allow periodic monitoring of the Property during the Affordability Period, including without limitation site visits from HUD, HCDD, and any other governmental agency that has provided funds for the HRP, which may include verification of Homeowner's identity and requests for other information that is not private or confidential.
- E. Homeowner shall respond within 30 days of receipt to any letter(s) from the City sent to the Homeowner at the Property.
- F. Homeowner shall maintain hazard insurance, and flood insurance if applicable, in accordance with applicable city, state and federal laws and regulations, and as may be required in this Agreement or any related document. In the event, Homeowner fails to maintain the hazard insurance required by this paragraph, or fails to notify any transferee of the Property of such insurance requirements, and the Property is damaged by a disaster, then Homeowner may not be eligible for future disaster relief assistance from the agencies of the City or the State of Texas; however, if the Homeowner resides in a floodplain and fails to maintain flood insurance, then the Homeowner will not be eligible for any further assistance from the agencies of the City. Homeowner shall also satisfy any additional insurance requirements set forth in the Promissory Note.
- G. The assessed value of the Property will in all likelihood increase as a result of the Work, causing an increase in property taxes and property insurance. **Homeowner accepts all responsibility for the payment of taxes and insurance on the Property after completion of the Work, and for declaring the Property as Homeowner's homestead to take advantage of any homestead exemption for the Property.**

Section IV – Terms and Agreements with Regard to the Grant

Homeowner understands, agrees and acknowledges the following:

The Grant is a performance based, non-interest bearing grant in the amount of \$_____ (“Contract Price”).

A. Moderate Rehabilitation

Homes that qualify to receive moderate rehabilitation repairs between \$10,000 and \$29,999 will be offered this assistance in the form of a five (5) year, zero percent interest, deferred loan that is secured by a lien on the Property. During

SAMPLE CONTRACT – SUBJECT TO CHANGE

this five (5) year period, also referred to as the Affordability Period, the amount of assistance will be forgiven/reduced on an annual pro-rata basis for each year the Homeowner continues to occupy the home as the primary residence. The lien on the Property will be removed upon compliance with the terms and conditions of all documents related the HRP and the completion of the Affordability Period.

Should the homeowner sell or otherwise convey their ownership interest in the home during the Affordability Period the remaining prorated amount of assistance will become immediately due and payable.

B. Substantial Rehabilitation

Homes receiving substantial rehabilitation repairs will be offered this assistance in the form of a ten (10) year, zero percent interest, deferred loan that is secured by a lien on the Property. During this ten (10) year Affordability Period, the amount of assistance will be forgiven/reduced on an annual pro-rata basis for each year the Homeowner continues to occupy the home as their primary residence. The lien on the property will be removed upon compliance with the terms and conditions of all documents related to the HRP and completion of the Affordability Period.

Should the homeowner sell or otherwise convey their ownership interest in the home during the Affordability Period the remaining prorated amount of assistance will become immediately due and payable.

C. Reconstruction

Homes requiring Reconstruction will be offered this assistance in the form of a twenty (20) year, zero percent interest, deferred loan that is secured by a lien on the property. During this twenty (20) year Affordability Period, the amount of assistance will be forgiven/reduced on an annual pro-rata basis at the end of each year the Homeowner continues to occupy the home as their primary residence. The lien on the Property will be released upon full compliance with the terms and conditions of all documents related to the HRP and completion of the Affordability Period.

Should the Homeowner sell or otherwise convey their ownership interest in the Property during the Affordability Period the remaining prorated amount of assistance will become immediately due and payable.

During the Affordability Period, Homeowner must occupy the Property as Homeowner's primary residence and shall satisfy all other occupancy requirements set forth in the Project Documents.

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- D. The following occurrences shall constitute an event of default ("Default"):
- (i) Homeowner gives false or inaccurate information in connection with the application for assistance under the HRP; or
 - (ii) Homeowner, any spouse of Homeowner, any co-homeowner or its heirs fail to perform any covenant or agreement contained in this Agreement or any related document, including, without limitation, the Promissory Note.
- E. In the event of Default, the City will notify Homeowner (or Homeowner's successor under the provisions of this section), in writing of the occurrence of such Default to the extent provided under the Promissory Note.
- F. In the event the Default is not timely cured, the City may exercise any remedies available at law or in equity, including without limitation demanding the repayment of the outstanding balance of the Grant from the Homeowner (or Homeowner's successor), to the extent provided by this Agreement or any related document, including, without limitation the Promissory Note shall be obligated to repay the outstanding balance of the Grant to the City.

Section V – Terms and Agreements with Regard to the Work

The parties hereto understand, agree and acknowledge the following:

- A. The City shall pay Contractor, for the performance of the Work in the amount of _____ ("Contract Price"). Any changes in the Contract Price shall only result from authorized Change Orders. The Contract Price shall be paid in the form of progress payments, which will be submitted according to the Progress Schedule.
- B. The Work to be performed under this Agreement shall commence on the date specified in the Notice to Proceed. The Work shall be completed within the time period outlined in the Notice to Proceed.
- C. The Work shall be generally done in accordance with the Plans and Specifications or Work Write-Up that is attached to this Agreement as Exhibit "B".
- D. **The Work may include the demolition of the existing residence and other structures, outbuildings, and garages located on the Property. By executing this Agreement, Homeowner hereby authorizes the City to demolish any such residence, structures, outbuildings and garages, as deemed necessary by the City.**
- E. No Grant proceeds may be used for soft costs, including legal expenses and insurance premiums (except as allowed under the HRP Guidelines).

SAMPLE CONTRACT – SUBJECT TO CHANGE

- F. The Work performed shall be in conformance with the applicable building codes, the Plans and Specifications, and any manufacturer's recommendations.
- G. Disbursement of the funds for the Work shall not exceed the amount specified in this Agreement plus any Change Orders which have been properly authorized and approved in accordance with the HRP Guidelines.
- H. Payment shall only be made for Work that has been completed by the Contractor and authorized and approved by the City.
- I. Homeowner is not allowed to: (i) perform any form of voluntary labor; or (ii) cover any part of the costs of the Work, such as the purchase of materials or the direct hiring of a Contractor or serve as his or her own Contractor during the time between the date of this Agreement and the date of the Certificate of Compliance or Owner's Acceptance Form.
- J. Work shall not commence on the Property until a Notice to Proceed is issued by the City.
- K. Homeowner must attend a mandatory pre-construction conference prior to the commencement of Work on the Property.
- L. After the Contractor has completed the Work under this Agreement, including any Change Orders, the City shall arrange a walk-through inspection of the Property by the Homeowner, the City inspector and the Contractor. During the walk-through, the City's inspector shall make a list of items ("Punch List") which Homeowner, Contractor and the City determine are in need of correction or completion. Disputes concerning the items to be included in the Punch List shall be resolved in accordance with Section VIII below.
- M. The City will issue a Certificate of Compliance or Owner's Acceptance Form after (i) verification that all Work has been generally completed in accordance with the Work Write-up and (ii) all subcontractors have been paid for their work.
- N. The Owner's Acceptance Form or Certificate of Compliance will be provided to Homeowner for signature upon the Work being generally completed in accordance with the Work Write-up or Plans and Specifications

Section VI – Contractor's Duties

Contractor understands, agrees and acknowledges the following:

SAMPLE CONTRACT – SUBJECT TO CHANGE

- A. The terms, conditions and provisions of the Master Contractor Agreement are hereby incorporated into this Agreement in their entirety. The Contractor shall perform all of the services and furnish a list of all materials needed, labor and equipment necessary to complete the Work described in the Work Write-up.
- B. The Contractor shall not begin the Work until the Contractor receives a Notice to Proceed that has been approved in writing by the City.
- C. All Work to be performed and all performance specifications are identified in this Agreement, including the Master Contractor Agreement and all Exhibits attached hereto and incorporated herein by reference. **THE CONTRACTOR SHALL PERFORM NO OTHER WORK UNLESS CHANGE ORDERS FOR ADDITIONAL WORK OR MATERIALS ARE ISSUED IN ACCORDANCE WITH THIS AGREEMENT.** All properly approved and executed Change Orders or modifications shall be made a part of this Agreement.
- D. All Change Orders must be approved in writing by the City, Homeowner, and Contractor in accordance with the HRP Guidelines.
- E. The Contractor agrees not to enter into any side agreements for additional work on the Property or materials over and above those specified in this Agreement or the Work Write-up, where labor is to be performed or material is to be supplied or installed prior to the issuance of a Certificate of Compliance or Owner's Acceptance Form.

Section VII – Contractor's Warranties

Contractor agrees and warrants the following:

- A. Contractor expressly and unconditionally warrants and guarantees all of the Work performed in connection with the Rehabilitation and Reconstruction Work in accordance with and for the periods set forth in Section 430.001 of the Texas Property Code. In the event said section of the Texas Property Code is revoked, the standards and periods as now provided will continue to apply to the Rehabilitation or Reconstruction Work. This warranty includes, without limitation, any condition that may impair or tend to impair the safe and normal use, functioning or enjoyment of the Property and which results in any manner from any and all labor and/or materials used or supplied under this Agreement.
 - (i) The warranty shall not be construed to limit or in any way modify any warranties or guarantees placed upon any material, appliances, fixtures or devices by their manufacturers, or any components for which a longer period of warranty is provided or required under the Contract.
 - (ii) The warranty period shall commence on the date of the Certificate of Compliance or Owner's Acceptance Form.

SAMPLE CONTRACT – SUBJECT TO CHANGE

- (iii) The Contractor shall repair or replace, free of cost or charges to the City or the Homeowner any defects that arise out of defective workmanship or materials which appear within the warranty period, whether or not the materials or equipment are guaranteed by the manufacturer or supplier.
 - (iv) The Contractor shall furnish the City with all manufacturer's and supplier's written guarantees, warranties and operating instructions covering materials and equipment furnished under this Agreement together with any documentation required for validation.
- B. In the event the Contractor is notified of a defect that has arisen during the warranty period, Contractor shall begin to correct the defect within 10 days after receipt of notification and shall complete the correction of the defect as soon as possible without additional compensation. Notice of the defect must be given during the warranty period.

Section VIII – Dispute Resolution

Homeowner and Contractor agree to submit to HCDD/HRP in writing disputes concerning the quantity, quality, completion or sufficiency of Work performed or materials supplied to HCDD/HRP. The parties may make a final written appeal for resolution of a dispute to the Director.

Section IX – Address and Notice

- A. Unless otherwise provided in this Agreement, all notices including any communication, request, reply or advice shall be in writing. If mailed, notice shall be deemed the date that it is deposited in the United States mail. Notices given in any other manner shall be effective the date received by the party to be notified.
- B. Notice shall be made to the following physical addresses:

To City: **City of Houston/HCDD**
601 SAWYER, SUITE 400
HOUSTON, TEXAS 77007
ATTN: HRP

To Contractor: _____

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ATTN: _____

To Homeowner: _____

- B. Each party shall have the right to change its respective address or addressee for notice under this Agreement, provided that at least ten (10) days written notice is given of such new address to the other party.

Section X – Assignment and Amendment

- A. This Agreement shall not be assigned without the prior written approval of the City and the Director. Contractor may subcontract the Work, however Contractor shall remain liable for the Work, unless an assignment is approved by the City in writing.
- B. All amendments to this Agreement shall be written, executed by the parties, and approved by the Director. Any amendment which does not comply with this provision will be without effect.

Section XI – Miscellaneous

- A. **Independent Contractor.** The relationship of Contractor to the City shall be that of an independent contractor.
- B. **Parties in Interest.** This Contract shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Homeowner only.
- C. **Non-waiver.** Failure of either Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
- D. **Applicable Laws.** This Contract is subject to and shall be construed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Houston, and to the extent required by any agreement between the City and any Federal agency, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body

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or officer having jurisdiction over this Project. This Contract is performable in Harris County, Texas.

- E. **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.
- F. **Captions.** The captions at the beginning of the articles and sections of this Contract are guides and labels to assist in locating and reading such articles and sections and, therefore, will be given no effect in construing this Contract and shall not be restrictive of or be used to interpret the subject matter of any article, section, or part of this Contract.
- G. **Acceptances and Approvals.** Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the Contractor, its employees, agents, Consultants, or suppliers for the accuracy, competency, and completeness for any Documents prepared or services performed pursuant to the terms and conditions of this Contract, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees, for any defect, error or omission in any Documents prepared or services performed by the Contractor, its employees, agents, Consultants or suppliers pursuant to this Contract.
- H. **Inspections and Audits.** Representatives of the City shall have the right to examine and review all books, records, and billing documents which are directly related to performance or payment under this Contract. Engineer shall maintain such books, records, and billings for three years after the cessation of its other duties under this Contract. This right of audit extends to the records of Engineer's Consultants, and Engineer's agreements with its Consultants shall provide this right to the City.
- I. **Construction Budget.** If a construction budget for this Project is indicated in an exhibit to this Contract, the Contractor will use its best efforts to design the Project so that it is likely that the Project may be constructed within that budget. At any point the Contractor becomes reasonably aware that the construction budget will likely be exceeded, the Contractor will notify City of its awareness of that likelihood.

SAMPLE CONTRACT – SUBJECT TO CHANGE

- J. **Site Conditions.** The Contractor understands that it is in the interest of the City that the construction of the Project being designed by the Contractor under this Contract shall proceed in a prompt and efficient manner. The Contractor will make a reasonable effort to identify and note on its construction documents interferences that will be encountered on the site of the construction by the construction contractor.
- K. **Ambiguities.** In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any Party because of such Party's involvement in the preparation or drafting of this Contract.
- L. **Entire Agreement.** This Contract merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the subject matter hereof, whether written or verbal.
- M. **Survival.** The Contractor shall remain obligated to the City under all clauses of this Contract that expressly or by their nature extend beyond the expiration or termination of the term of this Contract.
- A. Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, subcontractors or agents for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes, and all worker's compensation benefits coverage, if any.
- B. If the Homeowner dies before the demolition begins, the co-applicant or other adult household member(s) must be deemed eligible to participate in the HRP to become the new Applicant of the household. If no co-applicant and/or adult household member is listed on the HRP application, HCDD will be unable to proceed with the construction.
- C. If the Homeowner receiving Tier I-Minor Rehabilitation or Tier II-Moderate/Substantial Rehabilitation repairs dies after the construction process has begun or during the affordability period, the surviving heirs will not be responsible for meeting the terms of the contract signed by the

SAMPLE CONTRACT – SUBJECT TO CHANGE

deceased Applicant-Homeowner, the remaining amount of the loan is forgiven and a Release of Lien will be processed.

- D. If the Homeowner receiving Tier III-Reconstruction assistance dies after the construction process has begun or during the affordability period, the remaining prorated amount of assistance will become immediately due and payable. HCDD can foreclose its lien against the property to recapture the remaining amount of assistance.
- E. Assistance can be revoked by the Director if the Property is partially destroyed prior to completion of the Work and it is determined that the Property cannot be rehabilitated or reconstructed within the limits of the HRP, less proceeds previously disbursed or obligated, plus any available insurance proceeds.
- F. The Director may allow funds to be disbursed in the event that the Property is partially destroyed prior to the completion of the Work if it has been determined that the Property can be rehabilitated or reconstructed within the limits of the HRP, less proceeds previously disbursed or obligated, plus any available insurance proceeds. The amount of financial assistance will be reduced to the extent that insurance proceeds, if any, are available to cover the Work. All such insurance proceeds shall be disbursed to the City on behalf of the Homeowner for the Rehabilitation or Reconstruction Work done on the Property in accordance with this Agreement.
- G. It is also the Homeowners' responsibility to relocate their household belongings and their property since the HRP does not provide relocation assistance. HCDD may provide the homeowner with packing and storage assistance for homeowners with a "hardship" as defined by HCDD and approved by the Director or his/her Designee.
- H. Homeowner agrees that the City is not responsible for the Rehabilitation or Reconstruction of any conditions of the Property that are not addressed in the Work Write-Up.
- I. HOMEOWNER HEREBY RELEASES AND DISCHARGES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") FROM ALL LIABILITY AND CLAIMS FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY, SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO THE REHABILITATION OR RECONSTRUCTION PERFORMED PURSUANT TO THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY SOLE OR CONCURRENT NEGLIGENCE OF CONTRACTOR, ANY SUBCONTRACTOR OR THE CITY. HOMEOWNER HEREBY RELEASES THE CITY FROM ALL FINES, DEMANDS,

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JUDGEMENTS, LIABILITIES OR CLAIMS ARISING BY REASON OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED ERRORS, OMISSIONS OR NEGLIGENT ACTS OF CONTRACTOR OR ANY SUBCONTRACTOR RELATING TO THE PROPERTY, REHABILITATION OR RECONSTRUCTION WORK.

- J. This agreement, as defined under the Preamble, including documents incorporated herein by reference and attachments hereto, contains the agreement of the parties relating to the subject matter hereof and is a full and final expression of the agreement between the parties.
- K. This Agreement is subject to all laws of the United States of America, the State of Texas, charter and ordinances of the City and all rules and regulations of any regulatory body or office having jurisdiction and in particular, without limitation, the federal regulations codified at Title 24, Code of Federal Regulations (CFR) Part 570, and Chapter 311 of the Texas Tax Code.
- L. In the event the terms contained herein should conflict with the terms and conditions of the Promissory Note, the Promissory Note shall control.

[Signature Pages Follow]

SAMPLE

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of date set forth in the opening paragraph of this Agreement above. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

CITY OF HOUSTON:

MAYOR

CITY SECRETARY

COUNTERSIGNED:

DATE OF COUNTERSIGNATURE:

CITY CONTROLLER

APPROVED:

APPROVED AS TO FORM:

TOM MCCASLAND
DIRECTOR, HOUSING AND
COMMUNITY DEVELOPMENT
DEPARTMENT, BY KEITH BYNAM,
ASSISTANT DIRECTOR,
HIS DULY AUTHORIZED DESIGNEE.

SENIOR ASST. CITY ATTORNEY

HOMEOWNER:

CONTRACTOR:

SAMPLE

Exhibit List

Exhibit A – Legal Description of Property

Exhibit B – Plans and Specifications/Work Write-up

Exhibit C – Master Contractor Agreement

SAMPLE

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

SAMPLE

EXHIBIT B

PLANS AND SPECIFICATIONS/ WORK WRITE-UP

SAMPLE

EXHIBIT C
MASTER CONTRACTOR AGREEMENT

SAMPLE