



CITY OF HOUSTON, TEXAS
NOTICE OF REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: T24051

HCDD RETAIL DIVISION
"PARTNERING TO
BETTER SERVE
HOUSTON"

SOLICITATION DUE DATE/TIME:

February 20, 2014 at 2:00 P.M., CST

SUBMITTAL LOCATION:

City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

DESCRIPTION:

Minor Critical Emergency Home Repair Program (MCEHRP)

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Derrick McClendon

Name

Housing & Community Development
Director

Derrick.McClendon@houstontx.gov

E-Mail Address

Date

EXHIBIT X – FORM “2”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
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1.0 INTRODUCTION:

- 1.0.1 The Housing & Community Development Department (HCDD) is seeking “Proposals” from companies that are capable and desirous of serving as Independent Contractors (Repair Agency) as defined herein. Company(s) selected as the Independent Contractor (Repair Agency) through this “Request for Proposal” solicitation process will have shown documented success in rehabbing and delegated responsibilities under the Minor Critical Emergency Home Repair Program (MCEHRP) as defined herein to alleviate life, health, or safety hazards at Eligible Residences located in the City of Houston.

2.0 SUMMITTAL PROCEDURES:

- 2.1 Five (5) hardcopies of the Proposal, including one (1) printed original signed in BLUE ink (clearly marked “**Original**”), and additional four (4) copies (clearly marked “**Copy**”), and one (1) additional electronic CD copy to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

City Secretary’s Office
City Hall Annex
900 Bagby
Houston, Texas 77002

- 2.2 The deadline for the submittal of the Proposal to the City Secretary’s Office is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.
- 2.3 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary’s Office.
- 2.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Proposal to the City Secretary’s Office any time prior to the stated deadline.

3.0 PROPOSAL FORMAT:

- 3.1 The Proposal should be electronically generated, and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.
- 3.2 The Proposal must be signed by an individual(s) legally authorized to bind the Offeror(s), and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

- 4.1 Requests for additional information and questions should be addressed to Housing and Community Development, Procurement Division Buyer, Derrick McClendon, telephone: 713.868.8369, fax: 713.868.8306, or e-mail (preferred method to): Derrick.McClendon@houstontx.gov, no later than 7th day, February, 2014 at 2:00 p.m. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

SPECIAL INSTRUCTIONS TO OFFEROR(S)
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5.0 LETTER(S) OF CLARIFICATION:

- 5.1 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.
- 5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Offeror(s).

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

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

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

- 7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror 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 Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Offeror's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
- 7.2 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.

8.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

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

9.0 PROTEST:

- 9.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the RFP. A pre-award protest of the RFP shall be received by the City Purchasing Agent prior to the contract award date. A post-award protest of an awarded contract shall be filed within ten (10) days after the protester knows, or should have known, the basis or outcome of the contract award.
- 9.2 A protest shall include the following:
- 9.2.1 The name, address, e-mail, and telephone number of the protester;

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- 9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
- 9.2.3 Identification of the RFP description and the RFP or contract number;
- 9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- 9.2.5 The desired form of relief or outcome, which the protester is seeking.

UNIFORM INSTRUCTIONS TO OFFEROR(S)
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- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a "**Trade Secret.**" The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Offeror. The copying or paraphrasing of the work product of another Offeror is not permitted.
- 8.0 The RFP and the related responses of the selected Offeror will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Offeror and the City. The City and the selected Offeror may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Offeror, the City reserves the right to select an alternative Offeror. The City reserves the right to negotiate with alternative Offeror the exact terms and conditions of the contract.
- 9.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective upon the counter signature date of the Mayor for a term of one (1) year with a one (1) year options. The City of Houston reserves the option of extending the Agreement(s) on an annual basis with approval from the Director for one (1) additional one-year term, or portions thereof.
- 11.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of

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Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

- 15.0 The City may terminate its performance under a contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 16.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the contract.
- 17.0 The City of Houston has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.
- 18.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 19.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 20.0 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 21.0 The selected Offeror(s) must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 22.0 After contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the City Purchasing Agent.
- 23.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 24.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

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1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

1.2 INDEMNIFICATION

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL 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 SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- 1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE

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RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

1.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

2.0 INDEMNIFICATION PROCEDURES:

2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

2.3 Defense of Claims.

2.3.1 Assumption of Defense. Prime Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

2.3.2 Continued Participation. If Prime Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

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3.0 INSURANCE REQUIREMENTS:

- 3.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**
- 3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:
- 3.2.1 Commercial General Liability Insurance including Contractual Liability:
- 3.2.1.1 \$500,000 per occurrence
- 3.2.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)
- 3.2.2 Workers' Compensation:
- 3.2.2.1 Amount shall be statutory amount
- 3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**
- 3.2.3 Automobile Liability (See Note Below):
- \$1,000,000 Combined Single Limit per occurrence
- Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.
- 3.2.4 Employer's Liability:
- 3.2.4.1 Bodily injury by accident \$100,000 (each accident)
- 3.2.4.2 Bodily injury by disease \$100,000 (policy limit)
- 3.2.4.3 Bodily injury by disease \$100,000 (each employee)
- 3.2.5 Professional Liability (USE IF ONLY If Applicable)
- 3.2.5.1 \$1,000,000 per occurrence \$1,000,000 aggregate
- 3.3 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. **EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.**

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- 3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.
- 3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.
- 3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)
- 3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

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- 3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. 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, or
- 3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.
- 3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

4.0 CONTRACTOR PERFORMANCE LANGUAGE:

- 4.1 Contractor should make citizen satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.

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5.0 INSPECTIONS AND AUDITS:

- 5.1 City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

6.0 INTERPRETING SPECIFICATIONS:

- 6.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Offeror(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*
- 6.2 Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Offeror(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

7.0 CONTRACTOR DEBT:

- 7.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, 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 CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF 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 CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.**

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1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

- 1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or Supply Agreements in at least 34% of the value of this Agreement to M/WBEs. Contractor 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.
- 1.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the OBO Director. M/WBE subcontracts must contain the Terms set out in **Exhibit II**.

2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

- 2.1 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its Terms and Conditions as they are set out at the time of City Council approval of this Agreement. This provision requires certain Contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete **Exhibit X** "Pay or Play" Acknowledgement Form & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your Proposal.

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

- 3.1 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 into contracts. Therefore, all respondents to this RFP 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.
- 3.2 Completion of Exhibit VI – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

- 4.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit V** of this RFP describes the contract and documentation requirements relating to this Ordinance.

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO.: T24051

5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

5.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Offeror(s) must certify to its compliance with this policy. **EXHIBIT VII** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

6.0

6.1 Pursuant to City Ord. 2011-766, the following Hire Houston First compliance points ("HHF Points") will be added to the total evaluation points awarded for Proposals submitted:

6.1.1 5% of the total evaluation points available for a "city business," and

6.1.2 3% of the total evaluation points available for a "local business."

7.0 PROJECT ADMINISTRATION:

7.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the project manager at the Pre-Proposal conference.

8.0 PROCUREMENT TIMELINE/SCHEDULE:

8.1 Listed below is the important and estimated completion dates and times for this Request for Proposal (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	January 23, 2014
Questions from Proposers Due to City	February 07, 2014
Proposals Due from Offeror(s)	February 20, 2014
Notification of Intent to Award (<i>Estimated</i>)	February 27, 2014
Council Agenda Date (<i>Estimated</i>)	March 11, 2014
Contract Start Date (<i>Estimated</i>)	April 1, 2014

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: T24051

MINOR CRITICAL EMERGENCY HOME REPAIR PROGRAM (MCEHRP)

1.0 DEFINITIONS

A. ACRONYMS:

1.1 HCDD – Director

1.2 MCEHRP – Minor Critical Emergency Home Repair Program

1.3 HCDD – Housing & Community Development Department

1.4 HUD – U.S. Department of Housing and Urban Development

1.5 CFR – Code of Federal Regulations

1.6 HCD-MPS – Housing and Community Development Single family Minimum Property Standards (City of Houston’s Building / Inspection Codes based on this)

1.7 RCA – Request for Council Action

1.8 RFP - Request for Proposal

1.9 UFAS – Uniform Federal Accessibility Standards

1.10 UCC – Uniform Commercial Code

B. KEY TERMS- The following defined terms are used in this Agreement:

Administrative Agency: Shall mean the HCDD which shall implement and administer the MCEHRP on behalf of the City in accordance with the Guidelines.

Applicant: Shall mean the person/household requesting assistance through the MCEHRP. Administrative responsibilities of an Applicant hereunder may be performed by the Applicant’s authorized agent.

Certificate of Acceptance: Shall mean a written statement, and substantially the form of Appendix, C[^], issued by ta Repair Agency certifying that all Repair Work has been completed in accordance with the Home Repair Contract and signed by the Eligible Applicant stating that to the best of his/her knowledge all Repair Work has been satisfactorily completed.

City: Shall mean the City of Houston, Texas.

City Codes: Shall mean the applicable City Codes: i.e. building, plumbing, electrical, HVAC, etc.

Eligible Applicant: shall mean an owner of an Eligible Residence who is not a renter, as determined by the Administrative Agency, and who has completed an application and returned it to the Administrative Agency. Administrative responsibilities of an Eligible Applicant hereunder may be performed by the Eligible Applicant’s authorized agent.

Eligible Applicant’s Consent and Waiver: shall mean the written agreement between the Repair Agency and the Eligible Applicant in substantially the form of Appendix C5.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: T24051

Eligible Cost: Shall mean the cost Eligible Repairs to be made to each Eligible Residence in accordance with the Home Repair contract Between the Repair Agency, acting on behalf of the Applicant, and the Repair Contractor.

Eligible Repairs: Shall mean the repairs to an Eligible Residence that, in the opinion of the Repair Agency, are required to remove an immediate threat to the life, health or safety of the Eligible Applicant. The direct cost of such repairs to an Eligible Residence may not exceed \$10,000.00.

Eligible Residence: Shall mean a detached single-family residence within the City limits on which property taxes are not delinquent or on which payments have been deferred to are being made in accordance with an agreement with the taxing authority, whose owner is an Eligible Applicant, and whose owner's household has an annual income that does not exceed 110% of the Median Income and includes either an elderly person (age 62 or older) or a Person with Disabilities. Eligible Residence status shall be determined as provided in the Agreement.

Guidelines: Shall mean the Administrative Guidelines attached to this document as Appendix I, as they may be amended from time to time.

HCDD: Shall mean the City of Houston's Housing and Community Development Department

Home Repair Contract: Shall mean the written agreement in substantially the form attached as Appendix C1 between the Repair Agency, acting on behalf of the Eligible Applicant, and the Contractor selected to perform work on an Eligible Residence relating to the **repair work** to be performed on the Eligible Residence. The Home repair Contract shall be subject to the terms and conditions of the Master Home Repair Contract executed between the Repair Agency and the applicable Repair Contractor.

Master Home Repair Contract: Shall mean a written agreement, in substantially the form attached as Appendix C, to be executed between the Repair Agency and each Qualified Contractor setting forth certain terms and conditions which will apply to each Home Repair Contract executed between such parties. Each proposal for repairs to an Eligible Residence shall, if awarded, be subject to the terms of the Master Home Repair Contract executed, or to be executed, between the Repair Agency and the Qualified Contractor submitting such proposal.

Median Income: Shall mean the median household income, adjusted for family size, as published by the United States Department of Housing and Urban Development to be applicable to the period when an application is being considered. The 2014 income limits related to Median Income Area are set forth on Appendix A.

Order to Proceed: Shall refer to the written authorization from the Repair Agency to the Repair Contractor authorizing the Repair Contractor to proceed with the Repair Work set forth in the Home Repair Contract for an Eligible Residence. The Repair Agency shall not issue an Order to Proceed until the applicable Home Repair Contract has been fully executed and the Administrative Agency has consented, or is deemed to have consented, to the Contract Specified Scope of Work.

Person with Disabilities: Shall mean a person

2.0 PROGRAM GOALS:

To contract a Repair Agency under the Minor Critical Emergency Home Repair Program (MCEHRP) guidelines to alleviate life, health and safety hazards for Eligible Residences located in the City of Houston.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: T24051

2.1 REPAIR AGENCY OBJECTIVES:

- 2.2.2 Contact and process each applicant identified by the Administrative Agency for MCEHRP.
- 2.2.3 Explain the MCEHRP to the Eligible Applicant including the limitations of the Eligible Costs of the Proposed Scope of Work.
- 2.2.4 Conduct a site assessment to determine if conditions, as stated are eligible under the MCEHRP and, if appropriate, prepare a Proposed Scope of Work. The Repair Agency will focus on conditions that pose an immediate threat to the life, health and/or safety of the occupant(s), with threats to life being given the highest priority.
- 2.2.5 The Repair Agency will notify the Administrative Agency of Applicants that are ineligible. The Administrative Agency will make the final determination and advise the Repair Agency and will notify the Repair of its decision. If the Administrative Agency concurs in the Repair Agency's conclusion that an Applicant appears ineligible, the Administrative Agency will notify the Applicant as to the reasons for the ineligibility within a reasonable period of time. If the Administrative Agency disagrees with the Repair Agency's conclusion that an Applicant appears ineligible, the Administrative Agency will notify the Repair Agency of the reasons for its determination and the Repair Agency resume its work on the Applicant's file.

3.0. DETERMINATION OF PROPOSED SCOPE OF WORK:

- 3.1 Determine the Proposed Scope of Work that may be performed in the Eligible Residence, subject to the limitations applicable to Eligible Repairs.
- 3.2 Not contract for more than \$10,000 on an Eligible Residence, including costs of permits
- 3.3 Obtain a signed Eligible Applicant's Consent and Waiver, for each Eligible Residence on which Repair Work is to be performed.

4.0. PROPOSED SCOPE OF WORK:

- 4.1 The Repair Agency will select Qualified Contractors, following review of the Repair Contractor Application and execute a Master Home Repair Contract with each Qualified Contractor.
- 4.2 Select the Repair Contractor for each Eligible residence on which work is to be performed, through an informal bid process passed on bids which will provide the best value, in the Repair Agency's opinion, for the Specified Scope of Work, which shall be presented on forms substantially as set forth as Appendix C2 and C3, as applicable to the work to be performed.
- 4.3 Prior to the execution of the applicable Home Repair Contract for an Eligible Residence, transmit to Chris Butler, by electronic mail at christon.butler@houstontx.gov, and to any other person upon the written request of the Director of HCDD, a copy of the proposed Contract Specified Scope of Work for such residence, accompanied by a message stating, in bold print, that the Administrative Agency will be deemed to have consented to the Contract Specified Scope of work unless the recipient, the Director of HCDD, or the designee of either of them, notifies the Repair Agency, in writing or by electronic mail at

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: T24051

rt-houston@sbcglobal.net, within two business days following receipt, that the proposed Contract Scope of Work is not acceptable. Unless the notice is sent prior to such deadline, the Administrative Agency shall be deemed to have consented to the have consented to the proposed Contract Specified Scope of Work.

- 4.4 Follow the Administrative Agency's consent, or deemed consent to the Contract Specified Scope of Work, and prior to the commencement of any Repair Work on an Eligible Residence, enter into a Home Repair Contract with the applicable Repair Contractor to cover Repair Work to be performed on each Eligible Residence, which shall include the initial Contract Specified Scope of Work applicable to the Eligible Residence.
- 4.5 Cause for the Repair Contractor to expressly warrant for a period of one year after completion that its work was done in a good and workmanlike manner in accordance with manufacturer's recommendations and in compliance with applicable City Codes.
- 4.6 Not permit the Eligible Applicant to contract for any portion of the Repair Work.
- 4.7 Review, approve or reject, and execute Change Orders in the Contract Specified Scope of Work for Repairs that could not reasonably be detected during the initial assessment, provided that change order items must not cause the cost of repairs to an Eligible Residence to exceed \$10,000.00.
- 5.0 **FINAL ACCEPTANCE OF REPAIR WORK:** Repair Agency will:
 - 5.1 Monitor the process of repair Contractor's work.
 - 5.2 Inspect the completed Repair Work upon reported completion by the Repair contractor and if found to be in compliance with the Master Home Repair Contractor, notify the City that the Repair Work is complete.
 - 5.3 On completion of the Repair Work, obtain an Affidavit of Completion and indemnity in substantially the form attached as Appendix C4, executed by the Repair Contractor, and a Certificate of Acceptance in substantially the form attached as Appendix C6, executed by the Eligible Applicant and the Repair Agency.
 - 5.4 Cause Repair Contractors to correct any Repair Work that does not pass final inspection by the Repair Agency or by the city.
 - 5.5 Use Reasonable good faith efforts to ensure Repair contractor warranties are honored.
- 6.0 **REPORTS**
 - 6.1 The Repair Agency will prepare and deliver to City, at least monthly, copies of any of the following documentation with has been received by the Repair Agency and has not been previously delivered to the City:
 - a. Appendix B – Application for Contractor Certification
 - b. Appendix C – Master Home Repair Contract

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: T24051

7.0 **TIME OF PERFORMANCE**

7.1 To the extent that funds are available pursuant to this Agreement, Repair Agency will use reasonable good faith efforts to ensure that Eligible Applicants will be assisted within 60 days from the time the Repair Agency executes a Home Repair Contract for the Eligible Residence. All Repair Work to be performed Pursuant to this Agreement shall be completed within one (1) year following the effective date hereof, provided that either party may terminate this Agreement without cause by providing written notice to the other. Unless otherwise instructed by the City, following the effective date of any such notice that it receives or transmits, Repair Agency shall use reasonable efforts to complete or cause the completion of all Repair Work on Eligible Residences for which a Home Repair Contract has been executed, but shall not execute any additional Home Repair Contracts. Repair Agency will be paid for all such Repair Work which is completed within 30 days following the effective date of such notice provided that the other Requirements of the Agreement are satisfied.

8.0 **Payments**

8.1 **Documentation of Payments.** On or about the 1st and 15th of each month, Repair Agency will submit to Administrative Agency the following documentation, in substantially the form attached hereto, for each Eligible Residence which has been completed pursuant to this Agreement and for which payment is then being requested.

- Appendix C1 – Home Repair Contract
- Appendix C2 – Request for Proposal and Scope of Work, Rebuilding Together – Houston, Roof Repair Program
- Appendix C3 – Request for Proposal and Scope of Work, Rebuilding Together Houston, Interior Repair Program
- Appendix C4 – Affidavit of Completion and Indemnity
- Appendix C5 – Eligible Applicant’s Consent and Waiver
- Appendix C6 – Certificate of Acceptance
- Appendix F- Representative Invoice Letter to City for reimbursement
- Appendix F1- Representative City Funds Spreadsheet
- Appendix F2- Representative Statement of Eligible Home Repair
- Appendix G- Representative Release Letter to City for reimbursement
- Appendix G1- Representative MCEHRP Invoice Letter to City;
- Appendix G2- Representative Invoice Spreadsheet;
- Appendix G3- Representative Repair Contractor Invoices.

8.2 Within fourteen (14) days after receipt of the documentation in 8.1, the City will make Payment to the Repair Agency the amount of each such invoice (not to exceed a total of \$1,500,000.00 for permits, materials and labor on all Home Repair Contracts) and the Repair Agency Administration Fee which is equal to 9.05 % of the Repair Contractor’s statement for its direct completed-invoiced Repair Work (not to exceed a total of \$135,750.00 on all Home Repair Contracts).

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: T24051

9.0 **Article 3 General Provisions**

9.1 Terms and Conditions. The additional Terms and Conditions (the "Additional Terms") set forth on Appendix H are attached hereto and are made a part of this Agreement for all purposes. Administrative Agency acknowledges that Repair Agency is currently a non-profit organization providing services at no cost or reduced cost to the public and that as long as Repair Agency maintains such status, it shall not be subject to the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors set forth in Exhibit B, Section 8.0 of the Additional Terms; however, Repair contractor shall require that its subcontractors comply with such procedures unless they meet the requirements for exemption thereunder.

9.2 Documentation. The following Appendices are attached and a part of this Agreement:

- Appendix A- 2014 Income Limits
- Appendix B – Application for Contractor Certification.
- Appendix C – Master Home Repair Contract.
- Appendix C1- Home Repair Contract
- Appendix C2- Request for Proposal and Scope of Work, Rebuilding Together- Houston Roof Repair Program.
- Appendix C3- Request for Proposal and Scope of Work, Rebuilding Together– Houston, Interior Repair Program
- Appendix C4- Affidavit of Completion and Indemnity
- Appendix C5- Eligible Applicant's Consent and Waiver
- Appendix C6- Certificate of Acceptance
- Appendix D- [Reserved]
- Appendix E- [Reserved]
- Appendix F- Representative Invoice Letter to City for reimbursement
- Appendix F1- Representative City Funds Spreadsheet
- Appendix F2- Representative Statement of Eligible Home Repairs.
- Appendix G- Representative Release Letter to City for reimbursement
- Appendix G1- Representative MCEHRP Invoice Letter to City.
- Appendix G2- Representative Invoice Spread Sheet.
- Appendix G3- Representative Repair Contractor Invoices
- Appendix H- Additional Terms and Conditions
- Appendix I- Administrative Guidelines

10.0 **Other Covenants.**

All other terms and conditions set forth in the Guidelines delegated to Repair Agency will be complied with the Repair Agency.

11.0 **Notice.**

Unless otherwise provided in this Contract, all notices including any communications, request, reply or advice shall be in writing. If mailed, notice shall be effective three (3) days after the date that it is deposited in the United States mail, for certified delivery with registered receipt requested. Notices given in any other manner shall be effective the date received by the party to be notified.

11.01 Addresses. Notice shall be made to the following physical addresses.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: T24051

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: T24051

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Offeror(s) are encouraged to include additional relevant information.

1.0 TITLE PAGE:

1.1 The title page should include the title and number of the RFP, name and address of the Offeror(s), and the date of the Proposal.

2.0 OFFER & SUBMITTAL FORM:

2.1 PROPOSAL MUST BE SIGNED AND NOTORIZED 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.

3.0 LETTER OF TRANSMITTAL:

3.1 A letter of transmittal shall include the following:

3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Offeror.

3.1.2 A statement that the per-unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the services enumerated. Contractor provide additional per unit average (100% - 150%) leveraging.

3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Offeror; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFP.

4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

4.1 Provide a brief statement describing the Offeror's background information, history, resources and/or track record. Please limit to three (3) pages.

4.2 Provide an organizational chart of proposed team or staff for this project.

4.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.

4.4 Provide copies of key personnel certifications and/or licenses.

5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:

5.1 Provide a detailed description and methodology of the proposed plan for RFP NAME, which should include, but not be limited to the following:

5.1.1 A brief statement of the Offeror understanding of the work to be done; and

5.1.2 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP's intended Scope of Work.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: T24051

6.0 FINANCIAL STATEMENTS:

6.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

7.0 CONTENTS:

7.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:

7.1.1 Title Page

7.1.2 Signed and Notarized Offer and Submittal Form (Exhibit I)

7.1.3 Letter of Transmittal

7.1.4 Expertise/Experience/Reliability Statement

7.1.5 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel

7.1.6 Proposed Strategy/Operational Plan

7.1.7 Proposed Equipment (If Applicable)

7.1.8 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for Past Two Years

7.1.9 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)

7.1.10 List of References and List of Proposed Subcontractors (Exhibit I)

7.1.11 Pricing Form/Fee Schedule (Exhibit III)

7.1.12 Fair Campaign Ordinance Form "A" (Exhibit V)

7.1.13 Affidavit of Ownership or Control (Exhibit VI)

7.1.14 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)

7.1.15 Anti-Collusion Statement (Exhibit VIII)

7.1.16 Conflict of Interest Questionnaire (Exhibit IX)

7.1.17 City Contractors' Pay or Play Acknowledgement Form (Exhibit X)

7.1.18 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals

EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: T24051

1.0 EVALUATION SUMMARY:

1.1 An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Proposal received. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

2.1 The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Offeror(s) to create, modify and implement the required application modules. The Offeror(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Offeror(s) fails to satisfy the City or the Offeror(s) is deemed unqualified to provide the services contemplated. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

- 2.1.1 Proposed Strategy and Operational Plan
- 2.1.2 Expertise/Experience/Qualifications
- 2.1.3 Conformance to RFP Requirements
- 2.1.4 Financial Strength of Offeror
- 2.1.5 Number # of Homes to be Rehabilitated
- 2.1.6 M/WBE Participation
- 2.1.7 Additional Value added Per Unit through Volunteer Labor

**EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES,
PROPOSED SUBCONTRACTORS
SOLICITATION NO.: T24051**

EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: T24051

NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED 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
SOLICITATION NO.: T24051

LIST OF PREVIOUS CUSTOMERS

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

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

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

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

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.: T24051**

**EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: T24051**

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL					\$ _____
M/WBE PARTICIPATION AMOUNT					\$ _____ %
TOTAL BID AMOUNT					\$ _____

**EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: T24051**

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY’S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY.
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

**EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT
SOLICITATION NO.: T24051**

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston**
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

M/WBE Participation Amount: \$ _____ **M/WBE GOAL** _____%

1. _____ agrees to perform work/supply goods and/or
(Name of Minority/Women Business Enterprise)
Services in connection with the above-named contract and _____ as:
Name of Prime Contractor

- (a) _____ An Individual
- (b) _____ A Partnership
- (c) _____ A Corporation
- (d) _____ A Joint Venture

2. _____ status is confirmed by M/WBE Directory made
(Name of Minority/Women Business Enterprise)
available through the City of Houston Office of Business Opportunity. Certificate No.: _____.

3. _____ and _____
(Name of Prime Contractor) **(Minority/Women Business Enterprise)**
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the
City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment “C” attached hereto are incorporated into this Letter of Intent for all purposes.

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUCONTRACT TERMS
SOLICITATION NO.: T24051

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled “**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**” and contain the following terms:

1. _____ (M/WBE 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 (“the Director”).
2. _____ (M/WBE 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 nor 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.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with American Arbitration Association on file in the Office of the City’s Office of Business Opportunity.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBE’s and/or WBE’s to compete for City contract.

The M/WBE policy of the City of Houston will discussed during the pre-bid. 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 at (713) 837-9000, 611 Walker, 7th Floor, Houston, Texas 77002.

**EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
SOLICITATION NO.: T24051**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

M/WBE 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:
M/WBE'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 IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: T24051**

To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

=====~~CANCELLATION~~=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL~~ 30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT), ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND~~

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====
AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

- 2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: T24051**

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: T24051**

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) 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 B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **30** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: T24051

ACORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

-COMPANY A
-COMPANY B
-COMPANY C
-COMPANY D
-COMPANY E

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (X) Any Auto (X) All Owned Autos () Scheduled Autos () Hired Autos () Non-Owned Autos Garage Liability		Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability	Statutory Limits	(X)	Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	Other				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE THERE OF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. CITY OF HOUSTON / FINANCE AND ADMINISTRATION

DEPARTMENT – STRATEGIC PURCHASING DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: T24051

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 V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: T24051**

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 _____
Address _____

Name _____
Address _____

Name _____
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 personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

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

8/23/01

**EXHIBIT VI: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO.: T24051**

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.

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: T24051

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____
COUNTY OF _____

§
§
§

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter "Affiant"),
_____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of _____
[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Contracting Entity seeks to do business with the City in connection with _____
[DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.
3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (Specify type in space below)

NON-PROFIT ENTITY:

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: T24051

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% 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]** _____

5% 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]** _____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: T24051

6. 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 VII: DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS
SOLICITATION NO.: T24051**

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**EXHIBIT VII – ATTACHMENT “A”
DRUG POLICY COMPLIANCE AGREEMENT
SOLICITATION NO.: T24051**

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the Contract by the City of Houston.

Date

Contractor Name

Signature

Title

**EXHIBIT VII – ATTACHMENT “B”
 DRUG POLICY COMPLIANCE DECLARATION
 SOLICITATION NO.: T24051**

I, _____ as an owner or officer of

 _____ (Contractor)

 _____ (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____, 19_____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified. The policy **Initials** meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor's Drug **Initials** Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human Services **Initials** (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions performing on **Initials** the City of Houston contract. The number of employees on safety impact positions during this reporting period is _____.

_____ From _____ to _____ the following testing has occurred.
Initials (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

_____ Any employee who tested positive was immediately removed from the City worksite consistent with the **(Initials)** Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines **(Initials)** will be considered a breach of Contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

Date

Contractor Name

Signature

Title

EXHIBIT VIII – ANTI-COLLUSION STATEMENT
SOLICITATION NO.: T24051

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 IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: T24051

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston (“City”) to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential Agreement with the City.

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>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary’s website. There will also be a list of the City’s Local Government Officers on the City of Houston’s website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston’s Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the Bid Package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class-C misdemeanor.

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: T24051

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

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

_____ Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of person doing business with the governmental entity

Date

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: T24051

I. Pay or Play Program Elements

A. Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
3. Compliance with the program means that the Contractor either:
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
5. Exemptions/Waivers: The City of Houston will award a Contract to a Contractor that neither Pays nor Plays only if the Contractor has received an approved waiver.
6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: T24051

II. Documentation and Reporting Requirements

A. Document that must be signed and returned to administering department with the Bid/Proposal.

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
2. List of Participating Subcontractors (Form POP-3).

C. The Contractor will comply with the following reporting requirements:

1. Contractors that opt to Play
Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)
2. Contractors that opt to Pay
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

III. Compliance and Enforcement

The Office of Business Opportunity (OBO) and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/aacc/popforms.html>

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: T24051



What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful Bidder/Proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

For more information, contact the Contract Administrator.

Routing. Return this form with your Bid or Proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

E-Mail Address

EXHIBIT A
ADMINISTRATIVE GUIDELINES
SOLICITATION NO.: T24051

EXHIBIT A
TO ADMINISTRATIVE GUIDELINES
REPAIR AGENCY AGREEMENT

[TO BE ATTACHED IN THE FORM ATTACHED TO THE GUIDELINES
APPROVED BY CITY COUNCIL]

EXHIBIT A
ADMINISTRATIVE GUIDELINES
MASTER HOME REPAIR CONTRACT
SOLICITATION NO.: T24051

CITY OF HOUSTON

HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

ADMINISTRATIVE GUIDELINES
FOR
MINOR CRITICAL EMERGENCY HOME REPAIR PROGRAM

INTRODUCTION

These are the Administrative Guidelines (the “Guidelines”) for the City of Houston’s (“City”) Minor Critical Emergency Home Repair Program (“MCEHRP”). The City’s goal under the MCEHRP is to alleviate specific life, health, and/or safety hazards resulting from severely substandard conditions and to make repairs in and to homes owned and occupied by households that have requested assistance but do not meet the requirements of the Guidelines under the City’s Single Family Home Repair Program, as adopted by the City Council of the City of Houston pursuant to Ordinance 2008-683, (“SFHRP Guidelines”) or the requirements of the Guidelines of the City’s CDBG Disaster Recovery Program, as approved by the Texas Department of Housing and Community Affairs (“CDBGDR Guidelines”) or that, due to lack of capacity, cannot be assisted under programs directly managed by the City’s Housing and Community Development Department (“HCDD”). Activity under the MCEHRP shall not be subject to the SFHRP Guidelines or the CDBGDR Guidelines.

The activities under the MCDHRP will provide affordable housing in accordance with Texas Tax Code Section 311.011 and will stimulate business and commercial activity in accordance with Texas Local Government Code Section 380.001.

Under these Guidelines HCDD is the administrative agency (“Administrative Agency”) and a third party (“Repair Agency”) shall be selected and engaged to assist HCDD in carrying out the MCEHRP pursuant to a contract between the Repair Agency and the City (“Repair Agency Agreement”). HCDD will have general oversight authority over and responsibility for the administration and implementation of the MCEHRP pursuant to these Guidelines. Unless the Repair Agency agrees to perform them, HCDD will perform the following activities using its own staff: client intake (applicant information and processing) and assessment and documentation of eligibility. Pursuant to the Repair Agency Agreement, the Repair Agency will perform the following: inspect housing units; certify and select Repair Contractors; enter into agreements with Eligible Applicants and Repair Contractors; monitor performance of the specified Scope of Work; develop monthly reports; make payments to the Repair Contractors; prepare and submit payment reimbursement requests to HCDD and prepare and submit Certificates of Acceptance regarding the completion of Repair Work.

Repairs done under the MCEHRP shall comply with the applicable City Code and conditions that are an immediate threat to the life, health, or safety of the Eligible Applicants be removed, to the extent authorized under these Guidelines.

HCDD will implement and administer the MCDHRP using funds whose expenditure has been duly authorized by the City.

The Guidelines outline the policies and procedures governing the MCEHRP.

DEFINITION OF TERMS

Administrative Agency shall mean the HCDD which shall implement and administer the MCEHRP in accordance with the Guidelines.

Affidavit of Completion shall mean the Affidavit of Completion and Indemnity, in substantially the form attached to the Repair Agency Agreement, and issued by the Repair Contractor to confirm that all Repair Work has been completed in accordance with the Repair Contract and that all subcontractors, laborers and material men have been paid for the Repair Work

Applicant shall mean the person/household requesting assistance through the MCEHRP. Administrative responsibilities of an Applicant may be performed by the Applicant's authorized agent.

Certificate of Acceptance shall mean a written statement, in substantially the form attached to the Repair Agency Agreement, and issued by a Repair Agency certifying that all Repair Work has been completed in accordance with the Repair Contract and signed by the Eligible Applicant stating that to the best of his/her knowledge all Repair Work has been satisfactorily completed.

City shall mean the City of Houston, Texas.

City Codes shall mean the applicable City Codes; i.e., building, plumbing, electrical, HVAC, etc.

Eligible Applicant shall mean an owner and occupant of an Eligible Residence, as determined by the Administrative Agency and who has completed an application and returned it to the Administrative Agency. Administrative Responsibilities of an Eligible Applicant hereunder may be performed by the Eligible Applicant's authorized agent.

Eligible Applicant's Consent and Waiver shall mean the written agreement between the Repair Agency and the Eligible Applicant in substantially the form attached to the Repair Agency Agreement.

Eligible Costs shall mean the cost of Eligible Repairs to be made to each Eligible Residence in accordance with the applicable Home Repair Contract.

Eligible Repairs shall mean the repairs to an Eligible Residence that, in the opinion of the Repair Agency, are required to remove an immediate threat to the life, health or safety of the Eligible Applicant. The direct cost of such repairs on an Eligible Residence may not exceed \$10,000.00.

Eligible Residence shall mean a detached single-family residence within the City limits on which property taxes are not delinquent, or on which payments have been deferred or are being made in accordance with an agreement with the taxing authority, whose owner is an Eligible Applicant and whose owner's household has an annual income that does not exceed 110% of the Median Income, and includes either an elderly person (age 62 or older) or a Person with Disabilities. Eligible Residence Status shall be determined as provided in the Repair Agency Agreement.

Guidelines shall mean the administrative guidelines embodied in this document, as they may be amended from time to time.

Home Repair Contract shall mean the written agreement, in substantially the form attached to the Repair Agency Agreement, between the Repair Agency, acting on behalf of the Eligible Applicant pursuant to the Eligible Applicant's Consent and Waiver, and the Repair Contractor selected to perform work on an Eligible Residence relating to the Repair Work to be performed on the Eligible Residence. The Home Repair Contract shall be subject to the terms and conditions of the Master Home Repair Contract executed between the Repair Agency and the applicable Repair Contractor.

Master Home Repair Contract shall mean a written agreement, in substantially the form attached to the Repair Agency Agreement, between the Repair Agency and each Qualified Contractor setting forth certain terms and conditions which will apply to each Home Repair Contract executed between such parties. Each proposal for repairs to an Eligible Residence shall, if awarded, be subject to the terms of the Master Home Repair Contract executed, or to be executed, between the Repair Agency and the Qualified Contractor submitting such proposal.

MCEHRP shall mean the City of Houston's Minor Critical Emergency Home Repair Program established pursuant to the Guidelines.

Median Income means the area median household income, adjusted for family size, as published by the United States Department of Housing and Urban Development to be applicable to the period when an application is being considered.

Order to Proceed shall refer to the written authorization from the Repair Agency to the Repair Contractor authorizing the Repair Contractor to proceed with the Repair Work set forth in the Home Repair Contract for an Eligible Residence. The Repair Agency shall not issue an Order to Proceed until the applicable Home Repair Contract has been fully executed and the Administrative Agency has consented, or is deemed to have consented, to the Contract Specified Scope of Work.

Person with Disabilities means a person who (i) has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423); or (ii) is determined to have a physical, mental or emotional impairment that (a) is expected to be long continued and is of indefinite duration, (b) substantially impedes his or her ability to live independently, and (c) is of such a nature that such ability could be improved by more suitable housing conditions; or (iii) has a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. §6001 (5)). The term "person with disabilities" includes persons who have acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome (HIV).

Qualified Contractor(s) shall mean the experienced contractors who have been selected and certified by the Repair Agency to be eligible to enter Home Repair Contracts following review of the Repair Contractor Application.

Repair Agency shall mean the person or entity selected by the Administrative Agency to aid in the implementation and administration of the MCEHRP in accordance with these Guidelines.

Repair Agency Agreement shall mean the written agreement between the Administrative Agency and the Repair Agency in substantially the form attached hereto as Exhibit A, or in such other form as may be approved by the Director of HCDD and by the City Attorney, a lawyer from the Office of the City Attorney assigned to support HCDD or the General Counsel of HCDD, as long as they do not consider such amendment to constitute a substantial change to any provision of these Guidelines.

Repair Contractor shall mean the Qualified Contractor experienced construction contractor who is selected by the Repair Agency to perform the Scope of Work on the applicable Eligible Residence under the Home Repair Contract.

Repair Contractor Application shall mean the application to be submitted by a contractor which seeks to be a Qualified Contractor, in substantially the form attached to the Repair Agency Agreement.

Repair Work shall mean labor, materials and permits necessary to perform the Contract Specified Scope of Work on an Eligible Residence pursuant to a Home Repair Contract.

Scope of Work refers to the documents describing the specified Eligible Repairs to be performed on an Eligible Residence. References to the Scope of Work on an Eligible Residence shall have meanings set forth below during the applicable stage of progress:

(1) Proposed Scope of Work - prepared by Repair Agency will be provided to each Qualified Contractor which is requested to submit a proposal to perform repairs to such Eligible Residence.

(2) Specified Scope of Work - prepared by the Repair Contractor will be included in the proposal submitted by a Qualified Contractor to perform repairs on an Eligible Residence and will set forth any qualifications, clarifications and additions to the Proposed Scope of Work which are reflected by the bid.

(3) Contract Specified Scope of Work – prepared by Repair Contractor and countersigned by the Repair Agency will be the Specified Scope of Work, with modifications deemed appropriate by the Repair Agency and agreed to by the Repair Contractor, and will be attached to the Home Repair Contract following consent, or deemed consent, by the Administrative Agency prior to the commencement of work. The Contract Specified Scope of Work will supersede the Proposed Scope of Work and the Specified Scope of Work. The Contract Specified Scope of Work may be amended from time to time to reflect any change orders agreed to by the Repair Agency and the Repair Contractor following approval by the Administrative Agency.

(4) Complete Invoice Scope of Work – prepared by Repair Contractor will be attached to the Affidavit of Completion and Indemnity, and acknowledged by the Repair Agency and Eligible Homeowner.

SECTION I.

INTAKE

A. Telephone Procedures.

The Administrative Agency will conduct a preliminary assessment of telephone callers. The callers' names will be checked to determine if they have already been referred to the MCEHRP. Telephone callers will also be assessed to determine if the request for assistance is to alleviate housing conditions that threaten the life, health, or safety of the occupant(s).

B. Contact Procedures.

The Administrative Agency will contact each Applicant who appears to meet the eligibility requirements of the MCEHRP, provide assistance in completing the application form and explain the type of assistance available under the MCEHRP.

SECTION II.

ELIGIBILITY REQUIREMENTS

A. Eligible Applicants.

The Administrative Agency shall determine eligibility of the Applicant. To be eligible for the MCEHRP, an Applicant must have provided the Administrative Agency documentation showing that he is the owner of an interest in a residence in the City, either by fee simple title, or a surviving spouse's homestead interest, or a life estate in the property or other ownership interest in the property deemed acceptable by the Administrative Agency and that the household of the owner of the residence has an annual income that does not exceed 110% of the Median Income. The information needed for the Applicant to show eligibility shall be determined by the Administrative Agency, which may rely on tax records, birth and death or records or other information it determines to be appropriate; such as a deed, a will, a notarized heirship affidavit, or a notarized power of attorney from the owner.

B. Eligible Residences.

The Administrative Agency will determine if the Eligible Applicant's residence is an Eligible Residence. Before an Eligible Residence is referred to the Repair Agency, the Administrative Agency shall have reason to believe, subject to Repair Agency's investigation, that the substandard condition(s) to be corrected represents an immediate threat to the life, health and/or safety of the occupant(s) of the residence.

C. Eligible Costs.

Eligible Repairs will be made to each Eligible Residence in accordance with the Home Repair Contract between the Repair Agency, acting on behalf of the Applicant, and the Repair Contractor.

D. Eligible Repairs.

1. Eligible Repairs must relate to the protection of the life, health and safety of the Eligible Applicant.
2. Repair Agency will conduct a site assessment to determine if conditions, as stated, are eligible under the MCEHRP and, if appropriate, prepare a Proposed Scope of Work. The Repair Agency will focus on conditions that pose an immediate threat to life, health, and/or safety of the occupant(s), in descending order of priority.
3. Based in part on information provided by the Repair Agency, the Administrative Agency will make the final determination of the Eligible Repairs to be made to each Eligible Residence.
4. Repairs will be made to each Eligible Residence in accordance with a Home Repair Contract.

E. Priority of Assistance.

The Administrative Agency shall notify the Repair Agency of the priority of homes to receive assistance in furtherance of the goals of the MCEHRP.

SECTION III.

APPLICANT PROCESSING

A. Supporting Documentation.

The Administrative Agency shall conduct a preliminary assessment by telephone as to prior City housing assistance, housing conditions, location and potential eligibility for the MCDHRP and shall assist Applicants in making application for MCEHRP assistance.

The Administrative Agency shall send written notification to the Applicant that all documentation in support of program eligibility must be submitted within thirty (30) days of the date of the application.

The Administrative Agency shall provide to Repair Agency lists ("Action List(s)") of Eligible Applicants, to be updated as necessary, which shall be a representation that the listed addresses have been identified as probable Eligible Residences and that the listed Applicants are likely to be Eligible Applicants. The Administrative Agency shall also provide copies of the documentation obtained to support its determination that MCDHRP qualifications have been satisfied by each listed Eligible Applicant (from which certain personal information, such as driver's license and social security number, have been redacted) and each address to the Repair Agency.

B. Site Visit.

The Repair Agency shall (i) contact each Applicant on the list supplied by the Administrative Agency, (ii) obtain from each listed Applicant an Eligible Applicant's Consent and Waiver in the form attached to the Repair Agency Agreement before conducting a site assessment, (iii) conduct a site assessment of the property at each listed address to determine if conditions, as stated, are eligible under the MCEHRP and, if necessary, (iv) prepare a Proposed Scope of Work describing Eligible Repairs that may be needed at each property. If the Applicant appears ineligible, the Repair Agency will notify the Administrative Agency.

C. Notice of Eligibility.

After the initial site visit is conducted and documentation is submitted in support of the application, the Repair Agency will verify the eligibility of the Applicant.

1. If the Repair Agency is unable to verify that an Applicant is eligible, the Repair Agency will advise the Administrative Agency. The Administrative will make the final determination and advise the Repair Agency of its Decision. If the Administrative Agency concurs in the Repair Agency's conclusion that an Applicant appears ineligible, the Administrative Agency will notify the Applicant as to the reasons for ineligibility within a reasonable period of time. If the Administrative Agency disagrees with the Repair Agency's conclusion that an Applicant appears ineligible, the Administrative Agency will notify the Repair Agency of the reasons for its determination and the Repair Agency will resume its work on the Applicant's file.

2. If the Administrative Agency determines that an Applicant is eligible, Administrative Agency will advise the Repair Agency and Repair Agency will promptly notify the Applicant.

D. Time and Performance.

To the extent that funds are available pursuant to a duly authorized Repair Agency Agreement entered pursuant to these Guidelines, the Administrative Agency and the Repair Agency which is a party to the Repair Agency Agreement will use reasonable good faith efforts to ensure that Eligible Applicants will begin to receive assistance within sixty (60) days from the time the Repair Contractor and the Repair Agency execute a Home Repair Contract for an Eligible Residence.

SECTION IV.

REPAIR WORK

A. Compliance Standards.

The Repair Agency will use reasonable good faith efforts to cause the Repair Contractor to perform all work under each Home Repair Contract in a good and workmanlike manner in accordance with the Contract Specified Scope of Work, Manufacturers' Recommendations and City Codes. Work done by the Repair Contractor is not required to bring the entire Eligible Residence up to current City Code standards; however, Repair Work performed on building systems (i.e., plumbing, roofing, etc.) shall comply with applicable City Codes.

B. Permitting and Inspections.

The Repair Contractor will obtain and pay all necessary fees for all required permits and permit – related inspections required by the City.

C. Scope of Work.

For each residence selected for repairs under that the MCEHRP, the Repair Agency will prepare a Proposed Scope of Work, based on its site assessment, which will focus on conditions that pose an immediate threat to the life, health and/or safety of the occupants and whose cost, including permits, will not exceed \$10,000 per Eligible Residence. The Proposed Scope of Work will be provided to the Qualified Contractors from whom bids are sought. The Contract Specified Scope of Work (i) will reflect modifications to the Proposed Scope of Work deemed appropriate by the Repair Agency and agreed to by the Repair Contractor; and (ii) will be attached to the Home Repair contract following consent, or deemed consent, by the Administrative Agency prior to the commencement of work.

D. No Self Help.

The Eligible Applicant may not perform any voluntary labor, cover any costs for the Repair Work, or serve as or select the Repair Contractor.

SECTION V.

REPAIR CONTRACTOR SELECTION

The Repair Agency will select Qualified Contractors following review of their Repair Contractor Application and will require that each Qualified Contractor execute a Master Home Repair Contract. Each Repair Contractor will be selected through an informal bid process whereby bids are solicited from Qualified Contractors and the contract will be awarded to the proposer that offers the best value for the Repair Work to be performed as determined by the Repair Agency. The Repair Agency will maintain a contract administration system to ensure that Repair Contractors perform in accordance with the terms and

conditions of the MCEHRP. Repair Contractors who do not perform up to acceptable standards, if any, as determined by the Administrative Agency, may be removed from participation in the MCEHRP.

SECTION VI.

RESPONSIBILITIES OF THE REPAIR AGENCY

The responsibilities of the Repair Agency are set forth throughout the Guidelines and in the Repair Agency Agreement. The specific responsibilities outlined in this Section VI are intended to cover those responsibilities which may not have been previously covered or to provide more detail.

A. Monitoring Repairs.

The Repair Agency is responsible for internal progress inspections and for monitoring the Repair Work being performed by the Repair Contractor in order to verify that the Repair Contractor has posted the appropriate City building permit(s) and that the Repair Work is being performed according to the Scope of Work, City Codes and Manufacturer's Recommendations.

B. Change Orders.

The Repair Agency may initiate change orders to cover Eligible Repairs that could not reasonably be detected during the initial assessment. Change order items must be justified, signed and approved by the Repair Agency and Repair Contractor. The cost increase with the change order shall not cause the cost of Repair Work to an Eligible Residence to exceed the maximum cost limit of \$10,000.

C. Certificate of Acceptance. The Repair Agency will forward to the Administrative Agency a completed Certificate of Acceptance for each Eligible Residence after:

1. The Repair Contractor has delivered to the Repair Agency a copy of the Repair Contractor invoice and Affidavit of Completion;
2. An authorized representative of the Repair Agency has verified by onsite inspection that the Repair Work recited in the Repair Contractor invoice has been completed in a satisfactory manner and has signed the Certificate of Acceptance;
3. The Eligible Applicant has signed the Certificate of Acceptance acknowledging receipt of the Repair Work, which shall be generally described therein, and satisfaction with the work performed.

D. Payments and Reimbursements.

Within fourteen (14) days after receipt by the Administrative Agency of required documentation for each Eligible Residence which has been completed and for which payment is then being requested, the Administrative Agency will make payment to the Repair Agency for Repair Work and services completed in accordance with the Repair Agency Agreement. Promptly following its receipt of such payment, the Repair Agency will pay each Repair Contractor for the work that is the basis for the payment by the Administrative Agency.

E. Certification of Qualified Contractors.

As set forth in Section V, the Repair Agency will be responsible for certifying Qualified Contractors for participation in the MCEHRP. Once the Repair Contractor Application is completed the Repair Agency will evaluate and verify credit and business references and insurance information. The Repair Agency will notify each prospective Qualified Contractor in writing, of approval or disapproval of its application within thirty

(30) days from receipt thereof. Following certification, the Repair Agency will establish the volume of work that each Qualified Contractor will be expected to handle under the MCEHRP.

F. Agreements.

The Administrative Agency shall enter into a contract with the Repair Agency. The Repair Agency shall obtain an Eligible Applicant's Consent and Waiver with the Eligible Applicant and a Home Repair Contract with the Repair Contractor, in which the Repair Agency will act on behalf of the Eligible Applicant pursuant to the Eligible Applicant's Consent and Waiver.

1. Home Repair Contract and Work Write-Up. Upon selection of the Repair Contractor(s) a Home Repair Contract, including the Contract Specified Scope of Work, to which the Administrative Agency shall have consented or shall be deemed to have consented, shall be executed and an Order to Proceed shall be issued by the Repair Agency. If the Home Repair Contract is terminated prior to completion of the Repair Work, the Repair Agency shall select a Repair Contractor to complete the Repair Work. The Repair Contract/Work Write-Up shall not be terminated without proper notice to the Repair Contractor and Eligible Applicant. The Home Repair Contract must contain, but is not limited to, the following requirements:

a. Performance Standards. The Repair Contractor shall agree to perform all work in compliance with the Home Repair Contract, Contract Specified Scope of Work, City Codes, and Manufacturer's Recommendations. Inconsistencies between the Home Repair Contract, Contract Specified Scope of Work, Manufacturer's Recommendations, and City Codes shall be resolved by giving precedence to the strongest requirement.

b. Clean-Up. Upon completion of the Repair Work by the Repair Contractor, all surplus and waste materials resulting therefrom shall be removed from the premises and the entire structure and involved portions of the site shall be left in a neat, clean and acceptable condition.

c. Warranty. The Repair Contractor shall expressly and unconditionally warrant and guarantee for a period of one (1) year all work performed or materials supplied to be free of defect, omissions, unsoundness or flaws. This warranty includes any condition which may impair or tend to impair the safe and normal use, functioning or enjoyment of the structure and which results in any manner from any and all labor and/or materials used or supplied under the Home Repair Contract/Scope of Work.

(1) The warranty shall not be construed to limit or in any way modify any warranties or guarantees placed upon any materials, appliances, fixtures or devices by their manufacturers, or any components for which a longer period of warranty is required under the Home Repair Contract.

(2) The warranty period shall commence on the date of issuance of the Certificate of Acceptance.

(3) The Repair Contractor shall repair or replace, free of cost or charge to the Eligible Applicant and the Repair Agency, 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.

(4) The Repair Contractor shall furnish the Repair Agency, on behalf of the applicant, with all manufacturers' and suppliers' written guarantees, warranties and operating instructions covering materials and equipment furnished under the Repair Contract together with any documentation required for validation.

d. Insurance. The Repair Contractor must maintain at a minimum the insurance coverage and limits as set out below, unless said limits are reduced in the discretion of the Administrative Agency:

Commercial General Liability Insurance including Contractual Liability Insurance:

\$500,000 per occurrence; \$1,000,000 aggregate

Workers' Compensation including Broad Form All States endorsement:

Statutory amount

Automobile Liability Insurance:

\$1,000,000 combined single limit per occurrence

Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

Employer's Liability:

Bodily injury by accident \$100,000 (each accident)

Bodily injury by disease \$100,000 (policy limit)

Bodily injury by disease \$100,000 (each employee)

e. Dispute Resolution. The Eligible Applicant and Repair Contractor shall agree to submit disputes concerning the quantity, quality and completion or sufficiency of work performed or material supplied to the Repair Agency. The parties may appeal determinations of the Repair Agency to the Administrative Agency. The Administrative Agency's decision shall be final. The determination of a dispute or the issuance of a Certificate of Acceptance shall not be construed to release the Repair Contractor or any surety from liability under any bond, warranty, or guaranty to be provided under the Repair Contract.

f. Change Orders. SEE SECTION VI, PARAGRAPH B ABOVE.

g. Termination for Non-Performance. The Repair Contractor may be terminated and/or sanctioned for non-performance at the discretion of the Repair Agency.

G. Reporting.

1. General. All required reports shall be made on a timely basis by the Repair Agency to the Administrative Agency, if any.

2. Central Database. The Repair Agency shall maintain and update information the database, maintain monthly reports, and provide timely responses to the Administrative Agency.

3. Eligibility and Reimbursement Documentation. The Repair Agency is responsible for submitting to the Administrative Agency monthly documentation of Eligible Applicants' eligibility for the MCEHRP and Repair Contractor reimbursement status.

SECTION VII.

MISCELLANEOUS PROVISIONS

A. Death of the Eligible Applicant.

In the event of the death of an Eligible Applicant prior to the commencement of work, the Home Repair Contract will be null and void.

B. Destruction of the Home.

1. The funding for the Repair Work can be revoked by the Repair Agency if the home is partially destroyed prior to completion of the Repair Work and it is determined that the house cannot be repaired within the funding limits of the HMCEHRP, less proceeds previously disbursed or obligated, plus any available insurance proceeds.

2. The Repair Agency may allow funds to be disbursed in the event that the home is partially destroyed prior to the completion of the Repair Work if it has been determined that the home can be repaired within the funding limits of the MCEHRP, less proceeds previously disbursed or obligated, plus any available insurance proceeds. The amount funded will be reduced to the extent that insurance proceeds, are available to cover the Repair Work.

These Guidelines and the Exhibits attached hereto and incorporated herein by reference, represent the MCEHRP Guidelines in their entirety. The Exhibits attached to the Guidelines, may be amended upon approval of the Director of HCDD and of the City Attorney, a lawyer from the Office of the City Attorney assigned to support HCDD or the General Counsel of HCDD, provided that such parties shall not authorize an amendment they consider to constitute a substantial change to any provision of these Guidelines. Any Repair Agency and/or Repair Contractor selected to perform services or Repair Work under the Guidelines must comply with all of the requirements of the Guidelines and local, state and/or federal laws applicable hereto.

Exhibits:

Exhibit A – Repair Agency Agreement (with Appendices)

Exhibit B – Additional Terms and Conditions of Repair Agency Agreement

EXHIBIT B
ADMINISTRATIVE ADDITIONAL GUIDELINES
MASTER HOME REPAIR CONTRACT
SOLICITATION NO.: T24051

EXHIBIT B
TO ADMINISTRATIVE GUIDELINES
ADDITIONAL TERMS AND CONDITIONS
OF REPAIR AGENCY AGREEMENT

[TO BE ATTACHED IN THE FORM ATTACHED TO THE GUIDELINES
APPROVED BY CITY COUNCIL]

EXHIBIT B
ADMINISTRATIVE ADDITIONAL GUIDELINES
MASTER HOME REPAIR CONTRACT
SOLICITATION NO.: T24051

CITY OF HOUSTON
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

ADDITIONAL TERMS AND CONDITIONS OF
REPAIR AGENCY AGREEMENT

The Additional Terms and Conditions set forth below are incorporated into the Repair Agency Agreement ("Agreement") dated _____, 201__ between the City of Houston, a municipal corporation organized under the laws of the State of Texas ("City") and _____, a Texas nonprofit corporation ("Repair Agency") as if such terms and conditions were set forth therein. See Exhibit "A" for defined terms applicable to these Terms and Conditions. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Agreement.

1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

REPAIR AGENCY AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

1.2 INDEMNIFICATION:

REPAIR AGENCY AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO REPAIR AGENCY'S PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

1.2.1 REPAIR AGENCY'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "REPAIR AGENCY") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

1.2.2 THE CITY'S AND REPAIR AGENCY'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER REPAIR AGENCY IS IMMUNE FROM LIABILITY OR NOT; AND

1.2.3 THE CITY'S AND REPAIR AGENCY'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER REPAIR AGENCY IS IMMUNE FROM LIABILITY OR NOT.

1.2.4 REPAIR AGENCY SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. REPAIR AGENCY'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. REPAIR AGENCY SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

1.3 INDEMNIFICATION:

REPAIR AGENCY SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY

2.0 INDEMNIFICATION PROCEDURES:

2.1 Notice of Claims. If the City or Repair Agency receives notice of any claim which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Repair Agency is prejudiced, suffers loss, or incurs expense because of the delay.

2.3 Defense of Claims

2.3.1 Assumption of Defense. Repair Agency may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Repair Agency shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Repair Agency must advise the City as to whether or not it will defend the claim. If Repair Agency does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

2.3.2 Continued Participation. If Repair Agency elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Repair Agency may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Repair Agency does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.0 INSURANCE:

3.1 Repair Agency shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except

Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall 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 Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Repair Agency shall maintain the following insurance coverages in the following amounts:

3.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate

3.1.2 Workers' Compensation including Broad Form All States endorsement:

Statutory amount

3.1.3 Automobile Liability insurance
\$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period unless otherwise indicated.

3.1.4 Employer's Liability
Bodily injury by accident \$100,000 (each accident)
Bodily injury by disease \$100,000 (policy limit)
Bodily injury by disease \$100,000 (each employee)

3.2 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, Repair Agency shall give written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Repair Agency shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Repair Agency does not comply with this requirement, the Director, at his or sole discretion, may:

3.2.1 immediately suspend Repair Agency from any further performance under this Agreement and begin procedures to terminate for default, or

3.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Repair Agency under this Agreement.

4.0 WARRANTIES:

4.1 Repair Agency represents and warrants that it shall perform all work required of Repair Agency in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Repair Agency shall perform or contract for all work with trained and skilled persons having substantial experience performing the work required under this Agreement.

4.2 With respect to any parts and goods furnished by it, Repair Agency warrants:

4.2.1 that all items are free of defects in title, material, and workmanship,

4.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

4.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

4.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

5.0 LICENSES AND PERMITS:

5.1 Repair Agency shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

6.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

6.1 Repair Agency shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "B."

7.0 MWBE COMPLIANCE:

7.1 It is the City's policy to ensure that Minority and Women Business Enterprises ("MWBEs") have the full opportunity to compete for and participate in City contracts. The objectives of Chapter 15, Article V of the City of Houston Code of Ordinances, relating to City-wide Percentage Goals for contracting with MWBEs, are incorporated into this Agreement.

Repair Agency shall make good faith efforts to award subcontracts or supply agreements in at least 15% of the value of this Agreement to MWBEs. The City's policy does not require Repair Agency to in fact meet or exceed this goal, but it does require Repair Agency to objectively demonstrate that it has made good faith efforts to do so. To this end, Repair Agency shall maintain records showing

- subcontracts and supply agreements with Minority Business Enterprises,
- subcontracts and supply agreements with Women's Business Enterprises, and
- specific efforts to identify and award subcontracts and supply agreements to MWBEs. Repair Agency shall submit periodic reports of its efforts under this Section to the Affirmative Action Director in the form and at the times he or she prescribes.

7.2 Repair Agency shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "C." If Repair Agency is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

8.0 DRUG ABUSE DETECTION AND DETERRENCE:

8.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Repair Agency shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

8.2 Before the City signs this Agreement, Repair Agency shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

8.2.1 a copy of its drug-free workplace policy,

8.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "D," together with a written designation of all safety impact positions and,

8.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "E."

8.3 If Repair Agency files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "F." Repair Agency shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Repair Agency begins work under this Agreement.

8.4 Repair Agency also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Repair Agency's employee work force.

8.5 Repair Agency shall require that its subcontractors comply with the Executive Order, and Repair Agency shall secure and maintain the required documents for City inspection.

9.0 ENVIRONMENTAL LAWS:

9.1 Repair Agency shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Repair Agency shall promptly reimburse the City for any fines or penalties levied against the City because of Repair Agency's failure to comply.

9.2 Repair Agency shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Repair Agency shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

10.0 REPAIR AGENCY'S PERFORMANCE:

10.1 Repair Agency shall make citizen satisfaction a priority in providing services under this Agreement. Repair Agency shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Repair Agency's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Repair Agency is not interacting in a positive and polite manner with citizens, he or she shall direct Repair Agency to take all remedial steps to conform to these standards.

11.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

11.1 Repair Agency shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Repair Agency's employees.

11.2 Failure of Repair Agency to pay it's employees as required by law shall constitute a default under this contract if Repair Agency fails to cure the default as provided under this Agreement.

11.3 Repair Agency shall defend and indemnify the City from any claims or liability arising out of Repair Agency's failure to pay its subcontractors as required by law. Repair Agency shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

12.0 CONTRACTOR PAY OR PLAY PROGRAM:

12.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Repair Agency has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Exhibit "G".

12.2 The Pay or Play Program for various departments will be administered by the City of Houston Affirmative Action Division's designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

13.0 TAXES:

13.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Repair Agency's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Repair Agency if requested

14.0 LIMIT OF APPROPRIATION:

14.1 The City's duty to pay money to Repair Agency under this Agreement is limited in its entirety by the provisions of this Section.

14.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$_____ to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

14.3 The City makes a Supplemental Allocation by issuing to Repair Agency a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

14.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Repair Agency must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Repair Agency's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

15.0 CHANGES:

15.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Repair Agency shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

15.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Repair Agency]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Repair Agency] countersigned by the City Controller on [Date of Countersignature of Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Repair Agency provide the following:

[Here describes the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of City Purchasing Agent or Director]

15.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:

15.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.

15.3.2 If a Change Order describes items that Repair Agency is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Repair Agency.

15.3.3 The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

15.4 Whenever Repair Agency receives a Change Order, Repair Agency shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Repair Agency shall complete the work within the time prescribed. If no time for completion is prescribed, Repair Agency shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Repair Agency is required to perform under this Agreement, Repair Agency may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.

15.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

15.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

16.0 CONTRACT TERM:

16.1 This Agreement is effective on the Countersignature Date and expires one (1) year after the effective date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

16.2 Repair Agency acknowledges and agrees that any services it provides to the City after the termination date of this Agreement, unless the Agreement has been renewed as set out below, will be deemed to be gratuitously provided and the City shall have no obligation to pay for such services unless the City Council approves an agreement to do so in its sole discretion.

16.3 The City, with the consent of the Repair Agency, shall have an option to renew this Agreement for an additional one-year term, such renewal terms to be upon the same term and conditions set forth herein, and exercisable by the HCDD Director, at his or her sole discretion, making a written request for renewal to Repair Agency at least thirty (30) days before expiration of the initial renewal term, provided that sufficient funds are allocated to pay for any such renewal term.

17.0 NOTICE TO PROCEED:

17.1 Repair Agency shall begin performance under this Agreement on the date specified in a Notice to Proceed from the Director or City Purchasing Agent.

18.0 TERMINATION FOR CONVENIENCE BY THE CITY:

18.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Repair Agency. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

18.2 On receiving the notice, Repair Agency shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Repair Agency shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Repair Agency for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

18.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE REPAIR AGENCY'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. REPAIR AGENCY WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

19.0 TERMINATION FOR CAUSE BY CITY:

19.1 If Repair Agency defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Repair Agency to cure the default as provided below. The City's right to terminate this Agreement for Repair Agency's default is cumulative of all rights and remedies which exist now or in the future. Default by Repair Agency occurs if:

19.1.1 Repair Agency fails to perform any of its duties under this Agreement;

19.1.2 Repair Agency becomes insolvent;

19.1.3 all or a substantial part of Repair Agency's assets are assigned for the benefit of its creditors; or

19.1.4 a receiver or trustee is appointed for Repair Agency.

19.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Repair Agency describing the default and the termination date. The City Purchasing Agent or Director at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Repair Agency to cure the default and Repair Agency does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Repair Agency does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.

19.3 To effect final termination, the City Purchasing Agent or Director must notify Repair Agency in writing. After receiving the notice, Repair Agency shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

20.0 TERMINATION FOR CAUSE BY REPAIR AGENCY:

20.1 Repair Agency may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Repair Agency wishes to terminate the Agreement, then Repair Agency must deliver a written notice to the Director describing the default and the proposed termination date.

20.2 The date must be at least 30 days after the Director receives notice. Repair Agency, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Repair Agency may terminate its performance under this Agreement on the termination date.

21.0 REMOVAL OF REPAIR AGENCY OWNED EQUIPMENT AND MATERIALS:

21.1 Upon expiration, or termination of this Agreement, Repair Agency is permitted ten (10) days within which to remove Repair Agency-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Repair Agency. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

22.0 INDEPENDENT CONTRACTOR:

22.1 Repair Agency shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

23.0 FORCE MAJEURE:

23.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

23.2 This relief is not applicable unless the affected party does the following:

23.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and

23.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

23.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.

23.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days' written notice to Repair Agency. This termination is not a default or breach of this Agreement. REPAIR AGENCY WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

24.0 SEVERABILITY:

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

25.0 ENTIRE AGREEMENT:

25.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

26.0 WRITTEN AMENDMENT:

26.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Repair Agency. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

27.0 APPLICABLE LAWS:

27.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

27.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

28.0 NOTICES:

28.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Article III of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

29.0 NON-WAIVER:

29.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

29.2 An approval by the Director, or by any other employee or agent of the City, of any part of Repair Agency's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

30.0 INSPECTIONS AND AUDITS:

30.1 City representatives may perform, or have performed, (1) audits of Repair Agency's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. The City, the United States Department of Housing and Urban Development, the Comptroller General of the United States or any of their duly authorized representatives shall also have access to any books, documents, papers and records of Repair Agency for the purpose of making audit, examination, excerpts and transcriptions. Repair Agency shall retain all records related to its performance under this agreement for five years after final payment and all pending matters thereunder are closed. This provision does not affect the applicable statute of limitations.

31.0 ENFORCEMENT:

31.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Repair Agency shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Repair Agency's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

32.0 AMBIGUITIES:

32.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

33.0 SURVIVAL:

33.1 Repair Agency shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

34.0 PARTIES IN INTEREST:

34.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Repair Agency only.

35.0 SUCCESSORS AND ASSIGNS:

35.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

36.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

36.1 Repair Agency shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Repair Agency 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.

36.2 Repair Agency shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's or Director's prior written consent.

37.0 REMEDIES CUMULATIVE:

37.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

38.0 REPAIR AGENCY DEBT:

38.1 If Repair Agency, at any time during the term of this agreement, 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 Repair Agency has incurred a debt, she shall immediately notify Repair Agency in writing. If Repair Agency 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 Repair Agency under this agreement, and Repair Agency waives any recourse therefore.

39.0 MONITORING AND REPORTS:

39.1 The HCDD Director will be responsible for monitoring the activities of the Repair Agency through periodic contact and quarterly reports as described below.

39.2 Quarterly reports shall be submitted to the City Attorney and Director including, but not limited to, the following:

- (i) current status of each project, and proposed schedules for completing requested services on projects;
- (ii) services billed and paid, including the date of payment;
- (iii) services billed but remaining unpaid;
- (iv) services performed and not yet billed.

40.0 CONFLICT OF INTEREST: REPAIR AGENCY'S EMPLOYEES:

40.1 The Repair Agency covenants that no person under its employment has any personal financial interest, direct or indirect, which would influence his or her professional judgment or the performance of services under this Agreement. The Repair Agency shall further covenant that no person having such conflicting interest shall be employed in the performance of this Agreement. Any such interests, on the part of the Repair Agency or its employees, that may arise in the future must be disclosed in writing to the City Attorney.

41.0 FEDERAL REGULATIONS:

41.1 The Repair Agency shall adhere to applicable federal regulations to the extent that such requirements are applicable to Repair Agency and the work to be performed hereunder.

42.0 CERTIFICATION REGARDING LOBBYING:

42.1 The Repair Agency certifies, to the best of its knowledge and belief, that:

(i) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(ii) If any funds, other than Federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(iii) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

43.0 FAIR CAMPAIGN ORDINANCE:

43.1 The Repair Agency certifies that it has complied with and for the requisite time period will continue to comply with the City of Houston Fair Campaign Ordinance codified at Section 18-36 of the Code of Ordinances, City of Houston, Texas.

EXHIBIT "A" DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Authority" means the Director of HCDD or the person he or she designates.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the HCDD who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"HCDD" means the City's Housing and Community Development Department.

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

EXHIBIT "B"

EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "C"

CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT" and contain the following terms:

1. (INSERT NAME OF MWBE SUBCONTRACTOR) _____ (M/WBE 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 Affirmative Action Director ("the Director")

2. (INSERT NAME OF MWBE SUBCONTRACTOR) _____ (M/WBE 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 nor 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.

4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:

a. Upon the decision of the Director or upon written notice to the Director form either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.

b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with American Arbitration Association on file in the Office of the City’s Affirmative Action Division.

c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.

d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE’s to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the City’s Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas.

CITY OF HOUSTON
AFFIRMATIVE ACTION & CONTRACT COMPLIANCE
M/WBE UTILIZATION REPORT

Report Period _____

PROJECT NAME & NUMBER: _____AWARD

DATE: _____

PRIME CONTRACTOR: _____ CONTRACT No.: _____

ADDRESS: _____ CONTRACT AMOUNT: _____

LIAISON/PHONE#: _____ M/WBE GOAL: _____

Title _____

EXHIBIT "E"
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS IN PERFORMANCE OF A CITY CONTRACT

I, _____
(Name)(Print/Type) (Title)

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date Contractor Name

Signature

Title

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS

I, _____
(NAME) (PRINT/TYPE)

As an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

DATE CONTRACTOR NAME

SIGNATURE

TITLE

EXHIBIT "F"
DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)
_____(Contractor Vendor)
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20_____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified.
Initials The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor's
Initials Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human
Initials Services (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions
Initials performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is _____.

_____ From _____ to _____ the following test has occurred
Initials (Start date) (End date)

Random
Reasonable Suspicion
Post
Accident

Total

Number Employees Tested

Number Employees Positive

Percent Employees Positive

_____ Any employee who tested positive was immediately removed from the City worksite
Initials consistent with the Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with
Initials established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

_____ (Date) _____
(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT "G"
PAY OR PLAY PROGRAM

Pay or Play
Program Requirements

Pay or Play Program Elements

Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

Program Elements

1. Covered contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.

2. Covered employees: This program applies to employees of a covered contractor or subcontractor, including contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city contract or subcontract.

3. Compliance with the program means that the contractor either:

- "Pays" by contributing \$1.00 per covered employee per hour for work performed under the contract with the City; or

- "Plays" by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:

 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.

 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.

4. Subcontracts: The prime contractor is responsible for compliance on behalf of covered employees, including contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the prime, as well as maintenance of records.

5. Exemptions/Waivers: The City of Houston will award a contract to a contractor that neither Pays nor Plays only if the contractor has received an approved waiver.

6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

Documentation and Reporting Requirements

A. Document that must be signed and returned to administering department with the bid/proposal.

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges bidder/proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low bidder or successful proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note - Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.

2. List of Participating Subcontractors (Form POP-3)

C. The contractor will comply with the following reporting requirements:

1. Contractors that opt to Play

Provide periodic reports to the contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of contract. (Form POP-7)

2. Contractors that opt to Pay

Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

Compliance and Enforcement

The Affirmative Action and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/aacc/popforms.html>

FORM POP 2 (DOCUMENT 00630)

CERTIFICATION OF AGREEMENT TO
COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: _____ \$ _____
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: _____

Project No.: [GFS/CIP/AIP/File No.] _____

Project Name: [Legal Project Name] _____

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

Yes No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including compliance for covered subcontractors' employees and contract labor, under the contract with the City.

Yes No Contractor agrees to offer health benefits to each covered employee, including compliance by the _____ covered subcontractors that meet or exceed the following criteria:

- (1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
- (2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.

Yes No Contractor agrees to pay on behalf of some covered employees and contract labor and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.

Yes No If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay \$1.00 per hour for work performed.

Yes No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

Yes No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Following Information is Mandatory Prime Contractor Sub-Contractor
Total No. Of Employees on City Job
No. Of Employees-“Playing”
No. Of Employees –“Paying”
No. Of Employees “Exempt”

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

CONTRACTOR (Signature)

DATE

NAME AND TITLE (Print or type)

APPENDIX C
ADMINISTRATIVE ADDITIONAL GUIDELINES
MASTER HOME REPAIR CONTRACT
SOLICITATION NO.: T24051

MASTER HOME REPAIR CONTRACT

This Master Home Repair Contract ("Contract") is made effective the ____ day of _____, 20____, by and between _____, a Texas non-profit corporation ("Repair Agency") and _____, a Texas corporation (the "Contractor").

RECITALS:

A. REPAIR AGENCY has entered into an agreement with City of Houston Texas Housing and Community Development Department (HCDD) and/or the City of Houston, Texas (the "City"), under the HCDD – Minor Critical Emergency Home Repair Program (MCEHRP) (the "Program"), designed to alleviate life, health, or safety hazards including the installation of new roofs and certain interior repairs (the "Scope of Work"), on eligible single-family dwellings ("Eligible Residences") owned by low and very low income elderly or disabled persons ("Eligible Applicants") as their primary residence within the corporate limits of the City of Houston, Harris County, Texas.

B. REPAIR AGENCY desires to contract with Contractor to provide the labor, materials and equipment necessary to perform the Eligible Repairs pursuant to the terms and provisions of Master Home Repair Contracts with individual Construction Contracts (the "Contracts") in the form attached as Appendix C1 attached.

C. REPAIR AGENCY and Contractor desire to enter into this Agreement to set forth the general terms and provisions of their understanding with regard to the Scope of Work to be performed by Contractor.

AGREEMENT:

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, including the mutual promise and agreement set forth below, the receipt and sufficiency of which are hereby acknowledged, REPAIR AGENCY and Contractor mutually agree as follows:

1. Description of Scope of Work. Contractor shall perform or supply all necessary permits, labor and materials to complete the Contract Specified Scope of Work in accordance with (a) either (i) the Request for Proposal – Roof Repair Program in the form of the attached Appendix C2, which incorporates the General Roofing specifications attached as Appendix C2A, or (ii) the Request for Proposal – Interior Repair Program in the form of the attached Appendix C3, which incorporates the General Specifications for the Interior Repair Program attached as Appendix C3A, and (b) the specifications contained in or attached to the individual Contracts (the "Scope of Work"). Prior to the execution of the individual Contracts, Contractor shall inspect the applicable Eligible Residences and satisfy itself with regard to the condition thereof, specifically including, the Proposed Scope of Work. By execution of the individual Contracts, Contractor represents that the Contract Specified Scope of Work can be completed for the Contract Price (as defined below); provided, however, such representation from Contractor does not include any defects and/or conditions regarding the Eligible Residences not readily apparent from Contractor's reasonable inspection thereof. In the event Contractor discovers any condition which was not readily apparent, Contractor shall immediately notify REPAIR AGENCY and REPAIR AGENCY shall have the option to (a) pay Contractor the increased costs associated with remedying the condition; (b) contract with another contractor to remedy the

condition; or (c) terminate the Contract. All of the Contract Specified Scope of Work shall be done in a good and workmanlike manner. It is the intent of the parties that the Repair Work shall include all items necessary for the "turnkey" completion thereof, including all necessary permits, labor, materials, equipment and fees.

2. Compensation. Unless agreed otherwise, REPAIR AGENCY agrees to pay Contractor for the costs of the Contract Specified Scope of Work the amount (the "Contract Price") designated in the individual Contracts. REPAIR AGENCY shall pay Contractor the Contract Price upon receipt of (a) a properly completed and executed Contractors' Affidavit of Completion and Indemnity in the form attached as Appendix C4 and (b) a fully completed and executed Eligible Applicant's Certificate of Acceptance in the form attached as Appendix C6. Payment of the Contract Price may be withheld if (a) the Repair Work is found defective and not remedied; (b) Contractor does not make prompt and proper payments to its subcontractors; (c) Contractor does not make prompt and proper payments for labor, materials, or equipment furnished; (d) another contractor is damaged by an act for which Contractor is responsible; or (e) claims or liens are filed on the Eligible Residences, and/or appropriate permits are not purchased from the City Houston.

3. Commencement and Completion Dates. The Contract Specified Scope of Work shall begin (the "Commencement Date") and be completed (the "Completion Date") as defined in the individual Contracts. If Contractor fails to complete the Specified Work by the Completion Date, Contractor agrees that REPAIR AGENCY may deduct the sum of \$50.00 from the Contract Price for each day the Specified Work shall remain uncompleted after the Completion Date

4. Duties and Rights of Eligible Applicants. REPAIR AGENCY shall secure a written agreement, in the form attached as Appendix C5, between the Eligible Applicants and REPAIR AGENCY for REPAIR AGENCY to negotiate the Contract. REPAIR AGENCY or its designated representative shall at all times have access to the Specified Work for inspection thereof. REPAIR AGENCY reserves the right to let other contracts in connection with the Program.

5. Duties and Rights of Contractor. Contractor's duties and rights in connection with the Specified Work are as follows:

A. Responsibility for and Supervision of Construction. Contractor shall be solely responsible for all construction under this Agreement, including the techniques, sequences, procedures, and means, and for coordination of all Contract Specified Scope of Work. Contractor shall supervise and direct the repair work to the best of its ability, and give it all attention necessary for such proper supervision and direction.

B. Discipline and Employment. Contractor shall maintain at all times strict discipline among his employees, and he agrees not to employ for Repair Work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

C. Furnishing of Labor, Materials, Etc. Contractor shall provide and pay for all permits, labor, materials, and equipment, including tools, construction equipment, and machinery, and all other facilities and services necessary for the proper completion of the Contract Specified Scope of Work in accordance with the Construction Contracts.

D. Procurement of Licenses and Permits. Contractor shall secure, at its expense, all licenses, permits and inspections required by City Ordinance for completion of the Repair Work in accordance with applicable code requirements. When applying for such permit the Contractor shall notify the permit office that the job is funded as part of the City of Houston Minor Critical Emergency Home Repair Program.

E. Compliance with Construction Laws and Regulations. Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the

repair work (including lead-based paint safe work practices. (see Section 5 J below). If a Contract is at variance therewith, it shall notify REPAIR AGENCY promptly of such variance. If any of the Repair Work is required to be inspected or approved by any public authority, Contractor shall cause such inspection or approval to be performed.

F. Responsibility for Negligence of Employees and Subcontractors. Contractor accepts full responsibility for the safety, acts, negligence, or omissions of all its employees on the project, for those of its subcontractors and their employees, and for all other persons doing work under a contract with it.

G. Warranty of Fitness of Equipment and Materials. Contractor represents and warrants to REPAIR AGENCY that all equipment and materials used in the repair work, and made a part of the repairs or placed permanently in connection therewith, will be new unless otherwise specified in the Master Home Repair Contract, of good quality, free of defects, adequate for their intended purpose therein. It is understood between the parties hereto that all equipment and materials not so in conformity are defective.

H. Clean-up. Contractor agrees to keep the Eligible Residences reasonably free of waste material and rubbish caused by its work or that of its subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the repair work, together with all its tools, equipment, machinery and surplus materials and leave the property in substantially the same condition as that prior to commencement thereof. Contractor will roll the work site with a magnetic nail sweeper upon completion of all repair work.

I. Indemnity and Hold Harmless Agreement. Contractor agrees to indemnify and hold harmless REPAIR AGENCY, the HCDD and the City of Houston, and their respective heirs, successors, assigns, agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the repair work, which are (1) for bodily injury, illness, or death, or for property damage, including loss of use, and (2) caused in whole or in part by Contractor's negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts Contractor or subcontractor may be liable, arising from, growing out of, or in any way connected with the services rendered under this Agreement.

J. Lead Based Paint. In the event an Eligible Residence consists of a pre-1978 structure, Contractor shall perform the Work in compliance with the Residential Lead-Based Paint Hazardous Reduction Act of 1992 found at 40 CFR 745.80, Subpart E, including the use of certified renovators who are trained by EPA-approved training providers to follow lead-safe work practices.

K. Drug Testing. Contractor agrees to comply with all of the requirements and procedures set forth in City of Houston's Mayor - Drug Abuse Detection and Deterrents Procedures for Contractors, Executive Order No. 1-31 which is incorporated into this Contract and is on file in the City of Houston's secretary's office.

L. Pay or Play Program. Contractor agrees to comply with requirements and procedures of the City of Houston - Pay or Play Policy, as set out in Executive Order No. 1-7, which is incorporated into this Contract and is on file in the City of Houston's secretary's office

6. Time of Essence; Extension of Time. All times stated herein or in the Contract Documents are of the essence hereof. The contract times may be extended by a change order executed by REPAIR AGENCY and Contractor or, if Contractor is delayed in work progress by changes ordered, area-wide strikes, fire, prolonged transportation delays, unavailability of material, abnormal adverse weather conditions not reasonably anticipated, unavoidable casualties or any causes beyond Contractor's control.

7. Changes, Deviations, or Extras. Should REPAIR AGENCY at any time during the progress of the repair work desire any additions, deviations, or omissions from the original Contract, it may make such changes, but in so doing shall in no way affect or void the original instruments. REPAIR AGENCY shall first

make an agreement with Contractor in regard to the cost of the changes; it will then be put in writing, setting forth the Contract Specified Scope of Work to be added or omitted and the amount to be added or to be deducted from the original Contract Price; and this written agreement shall be signed by both REPAIR AGENCY and Contractor before the change is started. All changes in the repair work shall be by written change order ("Change Order"). All Change Orders shall include a description of the additional or extra work, shall include the amount of the adjustment in the Contract Price, including cumulative effect and impact of all previous Change Orders, shall include the extent of the adjustment in the Completion Date and shall be signed by REPAIR AGENCY and Contractor. Contractor shall not be entitled to any compensation for any additional repair work or extra work if Contractor shall fail to obtain a written Change Order.

8. Insurance. So long as any of the Contract Specified Scope of Work remains to be completed, Contractor shall, at Contractor's sole cost and expense, carry and maintain, or cause to be carried and maintained, in full force and effect, the following insurance coverage:

(a) Worker's Compensation Insurance as provided by law. Contractor agrees to execute with REPAIR AGENCY the Joint Agreement to Affirm Independent Relationship on Texas Worker's Compensation Commission Form TWCC-83.

(b) Employer's Liability Insurance with limits of not less than \$100,000 each Accident for Bodily Injury by Accident and \$100,000.00 each employee, and \$500,000.00 Policy Limit for Bodily Injury by Disease on all individuals employed.

(c) Commercial General Liability Insurance, in amounts not less than \$300,000.00 each occurrence, \$300,000.00 General Aggregate, and \$300,000.00 Aggregate Products and Completed Operations. This policy shall be on a form acceptable to REPAIR AGENCY, contain cross-liability and severability of interest endorsements, state that this insurance is primary insurance as regards any other insurance carried by REPAIR AGENCY, and shall include the following coverages: (i) Premises/Operations; (ii) Independent Contractors; (iii) Completed Operations for a period of two (2) years following the acceptance of Contractor's Work; (iv) Broad Form Contractual Liability specifically in support of, but not limited to, the Indemnity sections hereof; (v) Broad Form Property Damage; (vi) Personal Injury Liability with employee and contractual exclusions removed; and (vii) Delete Exclusions relative to Collapse, Explosion and Underground Property Damage Hazards.

(d) Comprehensive Automobile Liability Insurance covering all vehicles owned, leased, hired and non-owned by Contractor in an amount not less than \$50,000 each occurrence.

All of such coverages shall include REPAIR AGENCY and the City of Houston and the Housing and Community Development Department as additional insureds (except Worker's Compensation) and shall be issued by a company or companies acceptable to REPAIR AGENCY. Contractor shall immediately deliver to REPAIR AGENCY copies of all such insurance policies together with (in the case of public liability coverage) certificates by the insurer evidencing REPAIR AGENCY, and the City of Houston coverage thereunder. Each policy of insurance obtained by Contractor shall also provide, by endorsement or otherwise, (i) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given REPAIR AGENCY at least thirty (30) days prior written notice thereof; (ii) that REPAIR AGENCY may, but shall not be obligated to, make a premium payments to prevent the cancellation, endorsement, alteration or reissuance of such policy and such payments shall be accepted by the insurer to prevent same; and (iii) a waiver by the insurer of any and all rights of subrogation with respect to REPAIR AGENCY, and City of Houston and the Housing Community Development Department.

9. Contractor Independent. It is understood that the relationship of Contractor to REPAIR AGENCY shall be that of an independent contractor. Nothing contained herein or inferable herefrom shall be deemed

or construed to (i) make Contractor the agent, servant or employee of REPAIR AGENCY, or (ii) create any partnership, joint venture or other association between REPAIR AGENCY and Contractor.

10. Removal of Liens. Notwithstanding any other provision hereof, if any act or omission (or alleged act or omission) of Contractor or of any subcontractor, or any other person for whom Contractor is liable, results in or gives rise to any lien or other charge or order for the payment of money being filed or claimed against REPAIR AGENCY, or against the Contract Specified Scope of Work, or any fixtures or personalty being included in the repair work (whether or not any such lien, charge, order or financing statement is valid or enforceable as such), Contractor shall, at no cost, charge or expense to REPAIR AGENCY, cause the same to be canceled and discharged of record or bonded, in accordance with any statutory provision or one hundred fifty percent (150%) of the amount of the lien or claim, whichever is greater.

11. Lien Waivers. Upon any request therefore by REPAIR AGENCY, Contractor shall deliver to REPAIR AGENCY any or all of the following so requested:

(a) waiver or waivers of lien rights executed by Contractor with respect to amounts paid to Contractor; and

(b) waiver or waivers of lien rights satisfactory to REPAIR AGENCY and executed by any or all subcontractors, laborers and/or material men who have furnished labor and/or materials included in any of the repair work.

12. Title to Repair Work. The title to all repair work completed and in the course of construction, and all materials on account of which any payments have been made, shall be in the name of the Eligible Applicant.

13. Warranty. Contractor agrees to deliver to REPAIR AGENCY on behalf of the Eligible Applicant the manufacturer's warranty applicable to the repair work, which for the roofing material shall be not less than a twenty (20) year limited warranty.

14. Record Keeping by Contractor. Contractor shall check all materials and labor entered into the Contract Specified Scope of Work and shall keep such full and detailed accounts as may be necessary for proper financial management of the repair work. REPAIR AGENCY shall be afforded access to all Contractor's instructions, drawings, memoranda, etc., relating to the repair work and Contractor shall preserve all such records for a period of two (2) years after the final payment hereunder.

15. Default by REPAIR AGENCY. Each of the following shall be deemed a Default by REPAIR AGENCY and a material breach of this Agreement:

(a) If REPAIR AGENCY fails to make any payment to Contractor as required under this Agreement within forty-five (45) days of Contractor's presentment for payment thereof.

(b) REPAIR AGENCY unreasonably delays Contractor in the prosecution of the Contract Specified Scope of Work or is guilty of other substantial breach of this Agreement.

16. Remedies of Contractor. If REPAIR AGENCY commits a Default hereunder, Contractor shall have the right to deliver written notice thereof to REPAIR AGENCY. If such Default is not cured within twenty (20) days after delivery of such written notice, Contractor shall have the right to deliver a written notice to REPAIR AGENCY terminating this Agreement at any time prior to the curing of such Default. In case of termination of this Agreement by Default because of REPAIR AGENCY, then Contractor shall be paid in full for the cost of all labor and material incorporated into the Contract Specified Scope of Work, plus 10%, as of the date of termination.

17. Default by Contractor. Each of the following shall be deemed a Default by Contractor and a material breach of this Agreement:

(a) Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper material.

(b) Contractor fails to make payment to subcontractors or fails to furnish RT -H with a release or bond in accordance with Section 10 hereof.

(c) Contractor stops work for a period of three (3) consecutive days, unless caused by any of the items specified in paragraph 6 above.

(d) Contractor persistently disregards laws, regulations or orders of any public authority having jurisdiction.

(e) Contractor otherwise is guilty of a substantial violation of a provision of this Agreement, or Contractor fails to complete the repair work on or before the Completion Date, as extended.

(f) If Contractor shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under the present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of Contractor of all or any substantial part of its properties.

(g) If Contractor shall dissolve, or if _____ retires, dies or becomes ill, disabled or incapacitated, so that, in REPAIR AGENCY's opinion, he is not able to perform his duties in supervising the repair work unless an acceptable replacement supervisor is designated by Contractor and approved by REPAIR AGENCY.

18. Remedies of REPAIR AGENCY. If Contractor commits any Default hereunder, REPAIR AGENCY shall have the right to deliver written notice thereof to Contractor. REPAIR AGENCY shall have the immediate right, without notice, to take such reasonable action to secure the home and prevent further damage from the elements. If such Default is not cured within five (5) days after delivery of such written notice, REPAIR AGENCY shall have the right to deliver a written notice to Contractor terminating this Agreement at any time prior to the curing of such Default. In case of such termination of this Agreement because of a Default by Contractor, REPAIR AGENCY, at its election, shall have the right to engage a replacement contractor to complete the unperformed parts of the Contract Specified Scope of Work. In addition, REPAIR AGENCY shall be entitled to recover damages as may be allowed by law.

19. Notices. Except as otherwise provided herein, all notices, demands, requests, and other communications required or permitted hereunder shall be given in writing and sent by (i) personal delivery, or (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, or (iv) prepaid telegram, telex, or telecopy (provided that such telegram, telex or telecopy is confirmed by expedited delivery service or by United States mail in the manner previously described), addressed to the addressee at such party's address set forth herein, or to such other address as such party may specify by written notice, sent in accordance with this paragraph at least thirty (30) days prior to the date of the giving of such notice. Any such notice or communication shall be deemed to have been given and received either at the time of personal delivery, or in the case of mail, as of the date of deposit in an official depository of the United States mail, or in the case of delivery service, telegram, telex, or telecopy, upon receipt. To the extent actual receipt is required, rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was received shall be deemed to be receipt of the notice, demand, request or other communication sent.

20. Mediation. REPAIR AGENCY and Contractor agree they will each make every reasonable effort to settle any claim or controversy arising out of this Agreement through communication and negotiation with each other. If such efforts should fail, then the involved dispute shall be submitted to the Director of the Housing and Community Development Department ("mediator"). Neither party shall unreasonably withhold acceptance of a mediator, and selection of the mediator shall be made within fifteen (15) days after written notice by one of the parties to the other that mediation is desired. The cost of such mediation, and of any other subsequent alternative dispute resolution procedures agreed to by the parties, shall be shared equally. The parties agree to appear before the selected mediator and to engage in mediation in good faith. In the event a dispute under this Agreement is placed in litigation, any party, or the court on its own motion, may refer the dispute to mediation.
21. Appendices. All appendices hereto are fully incorporated herein by this reference for all purposes.
22. Entire Agreement. This Agreement, and the individual Contracts subsequently executed between REPAIR AGENCY and Contractor, set forth all agreements between REPAIR AGENCY and Contractor relative to the repair work, and all prior negotiations or agreements are merged herein. No modification or amendment hereof, or subsequent agreement relative to the subject matter hereof, shall be binding unless reduced to a writing signed by the party to be bound.
23. Headings. Headings herein are for REPAIR AGENCY's and Contractor's convenience only and neither limit nor amplify the provisions of this Agreement.
24. Texas Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
25. Severability. If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of this Agreement is held to be unenforceable, then the invalidity of such specific provision herein shall not be held to invalidate any other provision herein, which shall remain in full force and effect.
26. Grammatical Changes. The necessary grammatical changes which shall be required to make this Agreement apply in the plural sense if there be more than one (1) party, which shall be either a trustee, legal representative, corporation, association, partnership or an individual, male or female, shall in all instances be assumed as though in each case expressly stated herein as the identity of the person or persons may require.
27. Conflicts. In the event there is a conflict between the provisions of this Agreement and the provisions of any plans and specifications, the provisions in this Agreement shall control.
28. Binding Effect: This Agreement shall be binding upon and inure to the benefit of REPAIR AGENCY, Contractor and their respective heirs, successors, assigns and legal representatives; provided, however, the Contractor may not, without the prior written consent of the REPAIR AGENCY, assign any rights, powers, duties or obligations hereunder.

CONTRACTOR:

Address: _____ Houston, Texas 77 _____

By: _____

Name: _____

Title: _____

(REPAIR AGENCY):

Address: _____ Houston, Texas 77 _____

By: _____

Name: _____

Title: _____

Phone: (713) _____ Fax: (713) _____

List of Appendices:

- C1 – Construction Contract
- C2 – Request for Proposal - Roof Repair Program
- C2A – General Roofing Specifications
- C3 – Request for Proposal – Interior Repair Program
- C3A – General Specifications for Interior Repair Program
- C4 – Contractor’s Affidavit of Completion and Indemnity
- C5 – Eligible Applicant’s Consent and Waiver
- C6 – Certificate of Acceptance