

**COUNTY OF HIDALGO**  
**URBAN COUNTY PROGRAM**  
**CONTRACTOR'S APPLICATION FOR BID APPROVAL**

Name of Contractor(s): \_\_\_\_\_

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Social Security No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Amount of Insurance Carried: \$ \_\_\_\_\_ Type of Insurance: \_\_\_\_\_

Insurance Co. Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Licensed Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_ Bonded? \_\_\_\_\_ How long in Business? \_\_\_\_\_

List four (4) Suppliers and/or Financing Sources:

Name of Source	Contact Person	Phone #
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

List three (3) Work References:

Contact Person	Phone #
1. _____	_____
2. _____	_____
3. _____	_____

Are you familiar with International Code Council (ICC) 2012? Yes \_\_\_\_\_ No \_\_\_\_\_  
Building: \_\_\_\_\_ Plumbing: \_\_\_\_\_ Electrical: \_\_\_\_\_ Gas: \_\_\_\_\_

**PLEASE NOTE:**

**ALL PARTICIPATING URBAN COUNTY PROGRAM CONTRACTORS ARE REQUIRED TO BE REGISTERED WITH THE LEAD SAFE WORK PRACTICES CERTIFIED.**

THE UNDERSIGNED CONTRACTOR CERTIFIES that all information given herein is substantially correct and further agrees:

1. That \_\_\_\_\_ (Company Name) hereby agrees to maintain in current status all licenses and bonds as required by the County of Hidalgo.
2. That the work will be performed in accordance with the property requirements standards, subject to clear final inspections by the project inspector.
3. That if work performed by the Contractor is found to be unsatisfactory by the administering agency or if contract relations between the Contractor, Homeowner or other parties are found to be unsatisfactory, that the administering agency may remove the contractor's name from the approved list, with such accompanying publicity as it deems necessary.
4. That adequate insurance and Workman's Compensation will be provided.
5. That he will abide by US Department of Housing & Urban Development regulations pertaining to Equal Employment Opportunity.
6. That work will be done in conformance with all applicable Codes and Zoning Regulations.

I, the undersigned, hereby authorize the release of information requested, to the County of Hidalgo - Urban County Program. I understand that the above information is to determine eligibility for participation, as CONTRACTOR, in the Housing Rehabilitation Program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF TEXAS

COUNTY OF HIDALGO

Subscribed and sworn before me by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_20\_\_

Notary Public In and for the State of Texas

STATE OF TEXAS

COUNTY OF HIDALGO

Subscribed and sworn before me by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_20\_\_

Notary Public In and for the State of Texas

## CONTRACTOR'S REQUIREMENTS FOR PARTICIPATION

1. All Contractors are required to have Workmen's Compensation Insurance and General Liability Insurance.
2. The contractor shall be responsible for obtaining any and all the necessary permits, licenses, and bonds required. In the location where the improvements are being constructed. He shall also call upon the proper authorities for compliance inspections and assume the fee for same.
3. All contractors and/or agents that signed the application and have been certified for participation will be the only person allowed to obtain bid packets, and no other person will be considered. An assignment letter will need to be put in contractor's file.
4. Contractors will be required to bid on all jobs separately, by city or countywide groups.
5. Sealed bids shall be submitted promptly and accurately to the County of Hidalgo - Purchasing Department office at 2802 S. Business Hwy. 281 Edinburg, TX, 78539 at the time specified on the bid packet, before said time.
6. Contractors will be allowed to visit proposed construction sites after bid packets are issued and during this time clarify, if so desired, with the Housing Staff, any item stated on the work write-up, otherwise, the work write-up shall remain as written.
7. These specifications shall cooperate with accompanying plans in every detail, so that any item or any work that may be specified herein and not shown on the plans, or vice versa, is to be executed the same as if occurring in both. Any items of labor or articles of materials, which are neither directly or indirectly shown on the drawings or mentioned in these specifications but which are nevertheless necessary for the proper completion of the obvious intention hereof, are to be provided by the Contractor in his bid.
8. Should any drawings or figures be omitted on the scale drawings which are necessary for a clear and comprehensive understanding, or should any errors appear in either, it will be the duty of the Contractor to advise the proper parties of same, and in no case to proceed with the work in uncertainty.
9. All materials of all kinds and character, with the exception of those materials included in the contract of a Sub-contractor are to be furnished by the General Contractor and are to be agreed upon unless otherwise herein described.
10. The Contractor is to furnish all transportation, labor, materials, apparatus, water scaffolding, and tools for performing the whole work in the best possible and most rapid manner and to its entire, proper and substantial completion. Any trees, shrubs, etc., needed to be cut or removed is the Contractor's responsibility. The Contractor is to be held responsible for any violation of City Ordinances.

Contractor's Initials: \_\_\_\_\_

11. The Contractor, shall from time to time, remove all rubbish and waste material and keep the premises as clean as possible during the progress of the work, and at the completion of the work, the Contractor shall deliver the building in a broom clean condition without traces of improper paint stains, floor glue, and all windows, doors screens, fixtures and equipment must be well cleaned.
12. Contractor shall erect a sign, as depicted on the specification book, **before** any construction begins.
13. Contractor will be required to commence work as per date shown on Notice to Proceed.
14. All labor is to be performed in a skillful, thorough manner. All material to be of the dimension, design, and grade and herein specified. Unless otherwise specified, any patented materials or materials specified by trade name or to be applied or installed strictly in accordance with the manufactures' specifications.
15. The General Contractor shall be responsible for any of his subcontractors assigned to work on a project.
16. Deadline for completion will be strictly observed, any contractor exceeding this deadline will be penalized according to contract. There will be absolutely no exceptions.
17. Requests for construction days extension will be considered only when there is evidence of justification.
18. Any telephone wiring removed or damaged by contractors will be replaced or reinstated at contractor's expenses. Property items that do not call for removal on the work write-up shall be reinstated or replaced by contractor before final inspection.
19. Contractors shall request final inspection only when the job is 100% completed. Final inspection shall include among other requirements, trash removal from premises. When a job is 100% complete, the contractor submits a sworn affidavit that all materials and sub-contractors have been fully paid, and liens against the property have been released.
20. At the date of contract signing, builder must submit a copy of the Liability Insurance policy related to contract being signed or any other pertinent insurance that will keep the County of Hidalgo and City where work is being performed liable of any damage or injuries.
21. Subject to a \$500.00 penalty, no contractor will be allowed to perform any type of work not authorized by the work write-up for any client. The Urban County Program staff must be informed and all discussions shall take place in presence of a Housing Staff member.

- 22. In the event of a disagreement between the contractor and the client, the Housing Staff must be informed, and all discussions shall take place in presence of a Housing Staff Member.
- 23. Any change orders shall first be approved by Urban County Program Director, UCP Inspector & Homeowner, Contractor will be paid in conjunction with the 10 % retainage payment.
- 24. Compliance of the twelve month warranty is strictly required from contractor, and deficiencies must be corrected within three days from date of reporting. If deficiencies are not corrected by the tenth day, the Housing Staff will correct such deficiencies via another contractor and followed up with legal action. (New roofing shall carry a three (3) year warranty.)
- 25. Contractor shall comply with applicable building codes.

The above stated is hereby acknowledged by:

Signature

Date

Signature

Date

STATE OF TEXAS

COUNTY OF HIDALGO

Subscribed and sworn before me by \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_20\_\_\_\_.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF HIDALGO

Subscribed and sworn before me by \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_20\_\_\_\_.

Notary Public in and for the State of Texas

## **CONTRACTOR'S SECTION 3 PLAN**

\_\_\_\_\_ agrees to implement the specific following  
(Name of Contractor)  
affirmative action steps directed at increasing the utilization of lower income residents and  
businesses within Hidalgo County.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city, the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in UCP Contractor's file, to encourage subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts (greater than \$10,000) which are typically let on a negotiated rather than on a bid basis in areas other than the Section 3 covered project areas are also let on a negotiated basis, whenever feasible, will let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
  
- G. To insure that all appropriate project area business concerns are notified of pending

sub contractual opportunities.

- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation on of this Section 3 plan.
- J. To maintain records concerning the amount and number of contracts subcontracts, and purchases which contribute to Section 3 objectives.
- K. To maintain records of all projected workforce needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets Section 3 objectives.

As officers and representative of \_\_\_\_\_

(name of company)

We the undersigned have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of the program and its provisions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**NON-COLLUSION AFFIDAVIT OF  
PRIME BIDDER**

State of Texas                    §  
   §  
County of Hidalgo            §

\_\_\_\_\_ being first duly sworn, deposes and  
days that:

- (1) He is \_\_\_\_\_, of \_\_\_\_\_ the Bidder that has submitted the attached Bid:
  
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:
  
- (3) Such bid is genuine and is not a collusive or sham Bid:
  
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and
  
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_