

**SAMPLE CONTRACT**

**Agreement Between Housing Authority of the City of Laredo  
And  
Contractor Name**

This \_\_\_\_\_ Trades Construction Services Agreement (“Contract”) is entered into as of \_\_\_\_\_ (“Effective Date”) by and between the **Housing Authority of the City of Laredo**, a public body, corporate and politic (hereinafter “Laredo Housing Authority” or LHA”) and Contractor Name (hereinafter “Contractor”).

**WITNESSETH:**

**WHEREAS**, LHA is a public body, corporate and politic organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in such business as defined in the Housing Authority Law in the Local Government Code of the State of Texas, including the services of providing decent, safe and sanitary housing to the residents of its facilities, low-income families, the elderly, the handicapped and the disabled; and

**WHEREAS**, LHA issued a “**Quotations for Small Purchase (QSP)/Request for Proposal (RFP) for Project Description at Location Name,**” (hereinafter referred to as the “QSP/RFP”) to procure the necessary “Contractor” services for LHA; and

**WHEREAS, Contractor Name**, submitted proposals including adjustments and revisions as per addenda in response to the QSP/RDP; and

**WHEREAS**, LHA, based on the value-engineered revised proposal, selected **Contractor Name**, to serve as LHA’s Contractor for this portion of the Quotations for Small Purchase/Request for proposal and Scope of Work detailed herein; and

**WHEREAS**, the Contractor shall specifically include the labor services an materials necessary to be provided by the Contractor in connection with the QSP/RFP; and

**WHEREAS**, LHA and the Contractor agree to provide for the construction services, including the expediting of such construction services and delivery of work described, and to provide options herein;

**NOW THEREFORE**, LHA and the Contractor, in consideration of the value and terms described, hereby agree to the following terms:

**1. Scope of Work**

Contractor shall provide the Site Work Services for all work as described in the “Scope of Work” of the QSP/RFP as requested by LHA. The QSP/RFP including its Overall Scope of Work is attached hereto as “**Exhibit A**” and is incorporated herein in its entirety by reference.

**2. Time of Performance**

The initial term of this Contract is described in “**Exhibit B**”.

**3. Compensation, Billing Rates, and Method of Payment**

A. Compensation. LHA shall compensate the Contractor according to the Fee Schedule attached as “**Exhibit C**”. LHA and the Contractor shall execute any amendment, as may become necessary, to this Contract by letter agreement as prepared by LHA.

1) Billings by the Contractor are to be directed to Accounts Payable, Finance Department, Housing Authority of the City of Laredo, 2000 San Francisco Avenue, Laredo, Texas 78040, via email to [accountspayable@larha.org](mailto:accountspayable@larha.org) with a copy to Alma D. Mata, Executive Director at [amata@larha.org](mailto:amata@larha.org) **AND are due weekly by the Wednesday at 3:00 p.m. for prior week work.**

2) Invoices shall be accompanied with the following documents which may be supplied by computer printout:

- i. Draw request form (format provided by LHA)
- ii. Pictures documenting progress
- iii. LHA approved inspection

Note: Incomplete draw submissions may delay payments until complete documentation is submitted to LHA.

3) Payments made by the Contractor to others for services in connection with a matter shall be included in the statement and supporting invoices shall be attached to the billing. LHA may reimburse or make such payments to third parties secured by the Contractor only if such third parties were retained by the Contractor with prior approval of LHA.

B. Method of Payment. Contractor will submit advanced/partial requests for payment by invoices to LHA or one payment request in the event of a single lump sum invoice. The invoices shall include the billing amount, description of services rendered and supporting documentation indicating progress of project. LHA staff will review these invoices for payment.

C. Taxes. No payroll or employment taxes of any kind will be withheld or paid by LHA on behalf of the Contractor. LHA will not treat the Contractor as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Contractor understands and agrees that it is the Contractor’s responsibility to pay all taxes required by law, including self-employment social security tax. LHA will issue an IRS 1099 Form, or other appropriate tax reporting document, to Contractor for the Contract services.

D. Benefits. Contractor will not be eligible for, and will not participate in, any health, pension, or other benefit of LHA that exists solely for the benefit of LHA employees during the Contract term.

E. Release of Liens for Payments Received. Contractor agrees to sign Partial Payment Release of Lien Form and Final Payment Release of Lien Form for any and all receipts of payment made under this agreement. Contractor's failure to sign a release may result in a stoppage of future payments.

**4. Project Superintendent**

All Contractors shall name their proposed Project Superintendent or Onsite Project Manager and submit to LHA's Executive Director for approval prior to start date. This person shall be onsite at all times while work is being conducted by the Contractor. Contractors shall not change the assigned Project Superintendent, unless approved in writing by the Project Owner (LHA/LHFC/LHOC/LHDC).

**5. Contractor Risk**

The Contractor and its employees assume all risks relative to the performance of the Work.

**6. Drug Consumption**

Absolutely no drug consumption is permitted on site including but not limited to alcohol and smoking. One instance of this occurrence may lead to termination of the Contractor.

**7. Non-fraternization**

Contractor employees or guests may not fraternize with adult or youth residents.

**8. Delays and Liquidated Damages**

The time set forth in the proposal for the completion of the Work is an essential element of the Contract. LHA may impose liquidated damages for each working day, under the conditions described in the preceding paragraphs, that any work or portion of the Work shall remain uncompleted after the expiration of the working days specified within the Contract together with any additional working days allowed. The amount of the liquidated damages will be the greater of the Liquidated Damages Schedule below or two hundred dollars (\$200). LHA will deduct such liquidated damages per day from money due or to become due from the Contractor, not as a penalty but as liquidated damages.

	<b>AMOUNT OF CONTRACT</b>	
<b>More Than</b>	<b>To and Including</b>	<b>Amount of Liquidated Damages per Working</b>
\$0	\$100,000	\$200
\$100,000	\$500,000	\$400
\$500,000	\$1,000,000	\$550
\$1,000,000	\$2,000,000	\$700
\$2,000,000	\$5,000,000	\$850
\$5,000,000	\$10,000,000	\$1,200
\$10,000,000	\$15,000,000	\$1,500
\$15,000,000	\$20,000,000	\$1,700
\$20,000,000	Over \$20,000,000	\$2,500

**9. Safety**

The Contractor is responsible for supplying all Personnel Protective Equipment (PPE) and for monitoring that all the Contractor's personnel follow proper safety and health regulations as mandated by OSHA. As a general rule of thumb the following items are the minimum standards required by LHA when visiting a project site.

- a) Construction Hard Hat   b) Steel Toe Footwear   c) Reflective Vest

Refer to [www.osha.gov](http://www.osha.gov) for the complete OSHA industry or project PPE standard that applies to the Contractor or Contractor regarding this contract.

**10. Site Cleaning**

Each Contractor is responsible for maintaining the Contractor's worksite clean of debris, trash, and consumables at all times. If after one notice from the LHA to the Contractor, the LHA may charge \$300 to the Contractor for each instance that site or a housing unit is cleaned by others. More than one notice of non-compliance may lead to termination of this Contract.

**11. Records for Audit Purposes**

The Contractor shall maintain all records concerning the Work performed and for which the Contractor requires compensation under this Contract for three (3) years from the expiration date of the Contract unless a longer period is required under Title 24, Code of Federal Regulations, Section 85.42. The Contractor shall provide LHA and, subject to LHA approval, HUD, the Comptroller General of the United States, the General Accounting Office, or any of their authorized representatives, all records pertaining to the services provided hereunder. This right shall continue as long as the records are required to be maintained.

**12. No Personal Liability**

No member, official, employee or consultant of LHA shall be liable personally to the Contractor or any successor in interest in the event of any default or breach by LHA or for any amount that may become due to the Contractor or any successor or on any obligation under the terms of this Contract.

**13. Assignment of Contract**

The Contractor shall not assign this Contract, or any part thereof, without the prior, express, written consent of LHA.

**14. HUD Requirements**

The Contractor agrees to comply with all relevant HUD requirements, including General Conditions for Construction Contracts, form HUD-5370 (08/2016).

**15. Indemnification**

The Contractor shall defend, hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of the Contractor's operation or activities related thereto, excluding the alleged or actual negligence, gross negligence, and/or willful misconduct of the person or entity seeking to be defended, indemnified or held harmless.

Further, the Contractor shall refrain from encumbering LHA with any in kind or financial debts, burdens or any other encumbrances without prior written approval of LHA, and the Contractor will hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the such unauthorized encumbrances.

In addition, the Contractor assumes all risks and liability associated with the performance of the Trade Work required by this Contract. In the event the Contractor encounters hazardous materials, the Contractor and its work crews shall immediately stop the work they are performing and advise LHA. No work may continue in the area affected until remediation is completed by LHA's authorized Consultants.

**16. Independent Contractor**

The Contractor hereby declares that it is engaged in an independent business and agrees to perform its services as an independent Contractor and not as the agent or employee of LHA. The Contractor has and hereby retains the right to exercise full control and supervision of the services and work under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. The Contractor agrees to be solely responsible for all matters relating to payment of employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers' compensation requirements and all regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

**17. Insurance and Bonding**

- A. Insurance Duration: The Contractor agrees to procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to person or damages to property that may arise from or in connection with the performance of the work under this Contract by the Contractor, its agents, representatives, employees or Contractors.
- B. Insurances and Changes: Any Contractor required insurance (general liability, automobile, bond, builder's risk, etc.) for the project shall list the LHA, LHFC and Russell Terrace as additional insured. A copy is to be provided and all Contractors must report any change or termination in insurance carriers or coverages. Failure for any Contractor to report any insurance or bonding changes, may lead to termination of the Contractor and this Contract.
- C. Insurance and Bonding Requirements: Requirements shall be at least the minimum as required by the RFP.

**18. Conflicts of Interest**

LHA requires the Contractor to inform LHA in writing of any potential, apparent, or actual conflict the Contractor may have or develop during the term of this Contract. At this time, the Contractor is not aware of any relationship with any other party interested in the subject matter of the Contractor's services for LHA under this Contract. For as long as the Contractor's services for LHA continue under this Contract, the Contractor will not agree to provide services for any such conflicted party without LHA's prior written and informed consent.

**19. Nondiscrimination**

The Contractor agrees that there shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. The Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; including selection for training, apprenticeship; and provision of any services or accommodations to clients or the general public.

**20. Termination**

Either party may terminate this Contract at any time without cause upon thirty (30) days' written Notice of Termination to the other party; provided, however, that in the event of such termination, LHA shall compensate the Contractor for work completed to the satisfaction of LHA as of the date of such notice or the date of termination specified in and directed by such notice.

**21. Non-Appropriations**

The Contractor understands that LHA is a governmental entity and may not be funded for any period during the term of this Contract for the requested services. LHA agrees to provide the Contractor written notice within thirty (30) days, if at all practicable, after learning that such funding will not become available to LHA. For this Contract, LHA hereby certifies that adequate funding is available to complete requested services.

**22. Compliance with Federal Regulations**

The Contractor agrees to comply with federal laws and regulations, as applicable, including, but not necessarily limited to, the following:

- The requirements of Title VII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964 relating to prohibitions against the discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex, or national origin.

- The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibited discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
- The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs.
- The requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.
- The requirements of Executive Orders 11625, 12432, and 12138 to implement Minority Business Enterprises and Women's Business Enterprise participation goals in programs of federal agencies.
- The applicable provisions of Section 1 of the General Conditions for Construction Contracts contained in form HUD-5370 (08/2016). To the extent that any provision of this Contract conflicts with any required provision in HUD-5370 for this Contract, the conflicting provision in HUD-5370 shall apply.
- The applicable Wage Rate Determination General Decision scale, number: TX170059 01/06/2017 TX59, attached as "Exhibit 8", will apply for this particular type of residential service.

**23. Proprietary Interests**

The Contractor understands and agrees that the Subcontractor's work product, including memoranda, charts, plans, financial analyses, feasibility analyses, applications, forms, worksheets, reports and any other documents developed on behalf of LHA remain the sole property of LHA and shall not be reproduced by the Contractor without LHA's prior written consent.

**24. Miscellaneous Provisions**

- A. Notices. All notices, demands, consents, or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

**If to LHA:** Alma D. Mata  
Executive Director  
Laredo Housing Authority  
2000 San Francisco Avenue  
Laredo, TX 78040

**If to Contractor** Contractor Name  
Address  
City, State, Zipcode

- B. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the successors and assigns of LHA and the Contractor. When the term "Contractor" or "LHA" is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that LHA shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of the Contractor where LHA approval of a successor assign is required by this Contract.
- C. Modification, Waiver and Amendment. Any modification, waiver or amendment of any of the provisions of this Contract shall be in writing and signed by both LHA and the Contractor.
- D. Entire Contract. This Contract represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between the Contractor and LHA affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Contractor and LHA with respect to the subject matter hereof.
- E. Severability. If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.
- F. Governing Law. This Contract shall be governed by and interpreted and construed in accordance with the laws of the State of Texas and shall be subject to the exclusive jurisdiction of the state courts therein. Venue for any court action brought by either party under this Contract shall remain exclusively in Webb County, Texas. It is the responsibility of the Contractor to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.
- G. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.
- H. Attorneys' Fees. In any action or proceeding arising out of the interpretation of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- I. Alternative Dispute Resolution. In the event of a dispute between the parties regarding the interpretation of this Contract, the parties may agree to mediation or another form of alternative dispute resolution.
- J. Authority. Each of the undersigned represents and warrants that he or she has full power and authority to enter into this Contract on behalf of his or her respective party and to bind the party in accordance with its terms.

Contract No. \_\_\_\_\_

**IN WITNESS WHEREOF**, LHA and the Contractor have executed this Contract as of the Effective Date first above written.

**HOUSING AUTHORITY OF THE CITY OF LAREDO**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR NAME ("CONTRACTOR")**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Initials \_\_\_\_\_

Contract No. \_\_\_\_\_

**“Exhibit A”**

**Quotations for Small Purchase (QSP)/Request for Proposals (RFP) for Project  
Description at Location Name**

**SCOPE OF WORK**

Description of Scope of Work.

**CONTRACTOR NAME “CONTRACTOR”:**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

Initials\_\_\_\_

Contract No. \_\_\_\_\_

**“EXHIBIT B”**

**Quotations for Small Purchase (QSP) )/Request for Proposals (RFP) for for Project  
Description at Location Name**

**Time of Performance**

Please detail the start date and end date for this project.

Work will begin on start date and will be completed on a timely manner on or before end date.

**CONTRACTOR NAME “CONTRACTOR”:**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

Initials\_\_\_\_\_

Contract No. \_\_\_\_\_

**“EXHIBIT C”**

**Quotations for Small Purchase (QSP) /Request for Proposals (RFP) for Project Description at Location Name**

**Contractor Fee Schedule**

Contractor will receive payment for services particularized within the scope of work described in “Exhibit A.”

Payments to Contractor will be made according to the following schedule (Please see attach draw form to support this payment schedule)

**Contractor Name** will be charging by completed work/item.

<b>PAYMENT SCHEDULE</b>				
<b>DESCRIPTION OF WORK</b>	<b>PRICE</b>	<b>AMOUNT</b>	<b>LESS 10% RETAINAGE</b>	<b>NET AMOUNT</b>
Item A:	\$	\$	\$	\$
Item B:	\$	\$	\$	\$
Item C:	\$	\$	\$	\$
Item D:	\$	\$	\$	\$
Item E:	\$	\$	\$	\$
Item F:	\$	\$	\$	\$
Item G:	\$	\$	\$	\$
Item H:	\$	\$	\$	\$
Item I:	\$	\$	\$	\$
Item J:	\$	\$	\$	\$

TOTAL: \$

**CONTRACTOR NAME “CONTRACTOR”:**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

Initials\_\_\_\_

Contract No. \_\_\_\_\_

**“EXHIBIT E”**

**Contractor Name (Hereinafter “Contractor”)**

**Conflict of Interest Disclosure Form**

The contractor identified below hereby discloses the following real or apparent conflict of interest as required by the Laredo Housing Authority’s Conflict of Interest and Procurement policies, pertinent portions of which are excerpted within this disclosure and acknowledged by the contractor. This disclosure is effective as of the date of filing and does not relieve the contractor of the requirement to make further disclosure of any real or apparent conflict should any conflict arise or appear hereafter.

**Contractor:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**(Print name)**

**Place your name initials next to the conflicts below that are applicable to this disclosure and describe the conflicts:**

**Contractor’s business is affiliated with an LHA Commissioner, employee, officer, or agent as disclosed below and will comply with LHA’s Conflict of Interest Policy as excerpted below:**

\_\_\_\_\_The contractor is an employee, and the employee is an officer, director, agent, or member of, or owns a controlling interest in, the contractor’s corporation, firm, partnership, or other business entity which has business dealing with the LHA.

**Name(s) of LHA Commissioner, Employee, Officer, or Agent with whom affiliated:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***LHA Conflict of Interest Policy***

Initials \_\_\_\_\_

Contract No. \_\_\_\_\_

The public has a right to expect high standards of integrity and conduct from those in its service. Any conduct or activity which is or gives the appearance of being motivated by a desire for private gain, either for the employee or those with whom the employee has family or business ties, or who engages directly or indirectly in any financial transaction as a result of primarily relying on, or in the relaying of, information not available to the general public, is prohibited. An employee who is an officer, director, agent, or member of or owns a controlling interest in any corporation, firm, partnership, or other business entity which has business dealing with the PHA shall file a sworn statement disclosing such interest and shall refrain from participation in selection or supervision of any such business dealings.

**Contractor has not engaged, and will not engage, in conduct or an arrangement that may violate LHA's Procurement Policies (as excerpted below):**

\_\_\_\_\_The contractor has not and will not engage in any conduct prohibited by the Procurement Policies below.

**LHA Procurement Policies**

**Principles and Standards of Conduct.**

Members of the Board, Employees, and any others serving in an official position or acting as an agent of the PHA must discharge their duties impartially to ensure fair competitive access to procurement opportunities by responsible contractors. Moreover, Commissioners, Employees, officers, and agents should conduct themselves in such a manner as to foster the public's confidence in the integrity of the PHA procurement organization and process. Any attempt to realize personal gain through the PHA through actions inconsistent with the proper discharge of duties is a breach of trust. The Board has adopted a **Code of Conduct** and the Procurement Policy to govern the performance of Commissioners, Employees, officers, and agents engage in the award and administration of procurements and contracts, and all individuals who fail to adhere to these rules may be sanctioned appropriately.

**Conflicts of Interest.**

No Commissioner, Employee, officer, or agent of the Agency shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

- A Commissioner, Employee, officer, or agent involved in making the award;

Initials\_\_\_\_\_

Contract No. \_\_\_\_\_

- A "Family" member of anyone listed above, i.e. "Family is defined as any person related within the fourth degree by consanguinity (blood) or second degree by affinity (marriage). Please list the types of relationships (i.e. spouse, brother/sister, aunt/uncle, cousin, etc.)
- His/her partner; or
- An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

**Gratuities, Kickbacks, and Use of Confidential Information.**

No Commissioner, Employee, officer, or agent of the Agency (or any of their Family member of these persons) shall ask for or accept gratuities, favors, or items of more than nominal value (i.e. inexpensive hat with logo) from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

**Prohibition against Contingent Fees.**

Contractors wanting to do business with the Agency must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

**Suspension and Debarment.**

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (2 CFR §200.317 through §200.326) or by other Federal agencies, e.g., Department of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings. Prior to issuance of a contract, Agency staff shall, as detailed within Section 10.2.H.1 and 10.2.H.2 of HUD Procurement Handbook 7460.8 REV 2, conduct the required searches within the HUD Limited Denial of Participation (LDP) system and the U.S. General Services Administration System for Award Management (SAM) and place within the applicable contract file a printed copy of the results of each such search.

Initials\_\_\_\_\_

Contract No. \_\_\_\_\_

I hereby acknowledge the requirements of the LHA Conflict of Interest Policy and the LHA Procurement Policies as excerpted above and certify my compliance with these policies and their disclosure requirements. Failure on my part to disclose or comply may result in LHA seeking remedies against me including the immediate disqualification from any current or future solicitation and/or termination of any existing or future contract(s).

**CONTRACTOR NAME "CONTRACTOR":**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

Initials\_\_\_\_\_

## NOTICE OF AWARD

TO: Contractor Name  
Address  
City, State, Zipcode

PROJECT DESCRIPTION: Provide project description here.

The Housing Authority of the City of Laredo (LHA or Owner) has considered the Proposal submitted by you on June 27, 2020 in response to the QSP/RFP: Quotation for Small Purchases (QSP)/Request for Proposals (RFP) for Project Description for the above described solicitation.

You are hereby notified that, after careful review and due to consideration of your proposal, and value added options summarized within the submitted response, your proposals has been accepted and awarded by the LHA Board of Commissioners.

You are required by the proposal documents to execute the Contract Agreement and furnish the appropriate insurance for this project in the staff or any agent representing your company. Name of LHA Staff will physically be on any LHA properties for the purpose of conducting business related to this project. In accordance with the proposal requirements, the necessary insurance is further described below.

1. Comprehensive General Liability Insurance: \$1,000,000 per occurrence (minimum).
2. Content and Property Damage Liability Insurance: \$1,000,000 per occurrence (minimum).
3. Automobile Liability Insurance: at least \$200,000 per person, \$1,000,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage.
4. Inclusion of the Contractors' activities within the contractor's own policy, otherwise each contractor must maintain the same levels of insurance under separate policy for the life of the contract.

If you fail to execute said Agreement and to furnish the required information within ten (10) days from the date of given authorization to begin such project, said OWNER (LHA) will be entitled to consider all your rights arising out of the OWNER's (LHA) acceptance of your proposal as abandoned and as a forfeiture of your rights as may be granted by the QSP/RFP documents or by law.

Contract No. \_\_\_\_\_

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER (LHA).

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**HOUSING AUTHORITY OF THE CITY OF LAREDO (“LHA”)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By \_\_\_\_\_ (Print Name)

this the \_\_\_\_ day of \_\_\_\_\_, 2020.

**CONTRACTOR NAME (“CONTRACTOR”):**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Initials \_\_\_\_\_

Contract No. \_\_\_\_\_

**NOTICE TO PROCEED**

THIS NOTICE TO PROCEED AUTHORIZES CONTRACTOR TO BEGIN WORK  
CONTRACT No. \_\_\_\_\_

THIS NOTICE IS TO BE SUBMITTED WITHIN TEN DAYS OF START OF PROJECT FOR  
ALL CONSTRUCTION OR MAINTENANCE CONTRACTS OVER \$2,000.

*Submit one form per contract including prime Contractors and lower-tier Contractors  
employed under the primary Contractor.*

1. Contractor Recipient: \_\_\_\_\_
2. Contract Number: \_\_\_\_\_
3. Activity Awarded: \_\_\_\_\_
4. Request For Proposals Opening Date: \_\_\_\_\_
5. Preconstruction Opening Date: \_\_\_\_\_
6. Effective Date: \_\_\_\_\_
7. Start Date: \_\_\_\_\_
8. Contractor/Contract End Date: \_\_\_\_\_

**HOUSING AUTHORITY OF THE CITY OF LAREDO**

**By** \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_

The above LIMITED NOTICE TO PROCEED is hereby acknowledged on this the \_\_\_\_th  
day of \_\_\_\_\_ 2020 by:

**CONTRACTOR NAME**

**By** \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_

Initials \_\_\_\_\_