

CDBG SERVICE AGREEMENT NO. 6578

CDBG - Garcia Softball Fields Fence

THIS **CDBG - Garcia Softball Fields Fence Service Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and April L. Trejo dba Alice Lawn Care ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide CDBG - Garcia Softball Fields Fence Services in response to Request for Bid/Proposal No. 6578 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor shall complete CDBG - Garcia Softball Fields Fence Services ("Services") in accordance with the attached Scope of Work, as shown in **Attachment A**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** The term of this Agreement is three months beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for completion of performance, if necessary, provided, the parties do so in writing prior to the expiration of the original term.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$129,474.50, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in **Attachment B**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable

P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 4. Community Development Block Grant Funding.** Contractor understands that this Agreement is funded with Community Development Block Grant (CDBG) funds and agrees to comply with the federal requirements, as shown in **Attachment C**. Contractor further agrees to the following provisions:

(A) Contractor shall submit a construction schedule at least 10 days before starting construction.

(B) The Contractor shall keep full and detailed accounts of materials, labor, and equipment utilized for the Services. Subject to prior written notice, the City shall be afforded reasonable access during normal business hours to all of the Contractor's records related to the Services. The Contractor shall preserve all such documents for a period of three years following final payment.

(C) Contractor and its subcontractors are required to comply with Davis-Bacon wage rates ("Davis-Bacon Wage Rates") and must submit weekly certified payrolls using the form shown in **Attachment C1**.

(D) Contractor shall install a CDBG project sign at the job site in a visible location and include all required documents that must be displayed and/or described, as detailed in **Attachment C2**.

(E) Contractor must use its best efforts to afford minority-owned business enterprises and women-owned business enterprises (51% or more owned or controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of these Services for this project.

- 5. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Liza Nino-Elizalde
Parks & Recreation Dept.
Phone: 361-826-3026
Email: lizan@cctexas.com

- 6. Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days'

advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in **Attachment D**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event a payment bond and/or performance bond is/are required of the Contractor to be provided to the City under this Agreement before performance can commence, Contractor shall use the bond forms included in Attachment D.

(C) In lieu of the Contractor not having workers' compensation coverage for himself/herself as an individual person performing the Services for the City, the Contractor agrees to execute the "Release of Liability and Covenant Not to Sue" document, a copy of which is attached to this Agreement as **Attachment D-1** and the contents of which, as a completed instrument, are incorporated by reference into this Agreement as if fully set out here in its entirety.

7. Inspection and Acceptance. City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in **Attachment E** by the manufacturer, for the period stated in Attachment E. Attachment E is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services shall be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

- 9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor shall perform the work required by this Agreement as an independent contractor and furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** Contractor may not utilize the work or services of subcontractors in the performance of this Agreement.
- 13. Amendments.** This Agreement may be amended or modified only in writing, dated, and executed by an authorized representative of each party.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Liza Nino-Elizalde, Contracts/Funds Administrator
Parks & Recreation Dept.
400 Mann St., Suite 200, Corpus Christi, TX 78401
Phone: 361-826-3026

Fax: N/A

IF TO CONTRACTOR:

April L. Trejo dba Alice Lawn Care
283 County Rd 233, Orange Grove, TX 78372
Phone: 361-227-1660
Fax: N/A

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES, AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, REASONABLE ATTORNEYS' FEES, AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR WHICH RESULTS FROM THE NEGLIGENT ACT, OMISSION, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days' advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

- 19. Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions, if available, for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such purchased products or equipment and prior to receipt of the final payment by the City.
- 20. Limitation of Liability.** Each party's maximum liability under this Agreement is limited to the total amount of compensation shown in Section 3 of this Agreement. In no event shall either party be liable for incidental, consequential, or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. CDBG Federal Requirements;
 - B. this Agreement (excluding attachments and exhibits);
 - C. its attachments, in order of appearance;
 - D. the bid solicitation document including any addenda (Exhibit 1); then,
 - E. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such forum and venue for such disputes is the appropriate district or county court in Nueces County, Texas. In accordance with Chapter 2271, Texas Government Code,

Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. In accordance with Chapter 2274, Texas Government Code, Contractor verifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or fire trade association. In accordance with Chapter 2276, Texas Government Code, Contractor verifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this agreement, and the Contractor agrees that the agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

[Remainder of page left blank]

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

| | |
|---|------|
| Sergio Villasana Director, Finance & Procurement | Date |
|---|------|

Approved as to legal form:

Assistant City Attorney _____ Date _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule
Attachment C: Community Development Block Grant Federal Requirements
Attachment D: Insurance and Bond Requirements
Attachment D-1: Release of Liability and Covenant Not To Sue
Attachment E: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 6578
Exhibit 2: Contractor's Bid/Proposal Response

Attachment A - Scope of Work

1.1 General Requirements/Background Information

The Parks & Recreation Department is seeking the demolition of existing fencing and installation of 6' tall chain-link fences for four softball fields at Garcia Park. The Contractor shall provide all materials, labor, supervision to complete the scope of work as described below.

1.2 Scope of Work

1. The Contractor shall provide demolition of existing fencing and installation of 6' tall chain-link fences for four softball fields pictured in Exhibit 1.
2. The Contractor shall determine linear foot needed. A job walk will be required prior to work commencing.
3. All fencing materials must be galvanized chain link. Line posts 8' apart. Specifications/Materials: SS40 posts and back mowing gates at each softball field are 12' wide, 9 Gauge knuckle/knuckle material for fence fabric, corner terminals 4" SS40. Gate frame and top rail is 1-5/8" SS40, line posts 2-3/8" SS40. 3' depth, 12" diameter for concrete, concrete 6" below finish grade.
4. A total of three walk gates must be installed at each softball field, at the currently existing locations.
5. Existing backstops and dugouts will remain in place and require no work.
6. The Contractor shall properly dispose of trash and debris at the end of each workday.

1.3 Work Site Locations

The work is to be performed at Garcia Softball Fields, 4409 Greenwood Drive, Corpus Christi, Texas 78416. Locations shown on maps in Exhibit 1.

1.4 Contractor Quality Control and Superintendence

The Contractor shall ensure that the product and services meet quality standards and are acceptable to the City's Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor shall also provide supervision of the work to ensure it complies with the contract requirements.

1.5 Warranty

The work and materials provided must be warrantied for one year after installation of each gate.

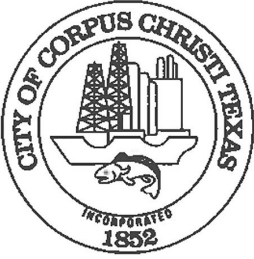
1.6 Federally Funded Contract

This work is federally funded by the Community Development Block Grant (CDBG) Program. The CDBG program requires specific conditions and reporting as a condition for providing this funding. The conditions and reporting forms of the CDBG program are included in these contract documents. CDBG requirements will govern in the event any conflict exists between the CDBG requirements and any other provisions of the Contract Documents.

Exhibit 1



Yellow Lines = Walk Gates, 12' Double Gates
Red Lines = Mowing Gates, 12' Double Gates



ATTACHMENT B: BID/PRICING SCHEDULE

**CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT
BID FORM**

RFB No. 6578

CDBG - Garcia Softball Fields Fence

PAGE 1 OF 1

Date: June 17, 2025

Bidder: April L. Trejo-
DBA Alice Lawn CAre

Authorized
Signature:

- 1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.**
- 2. Quote your best price for each item.**
- 3. In submitting this bid, Bidder certifies that:**
 - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

| Item | Description | Qty* | Unit | Unit Price | Total Price |
|--------------|-------------------------|------|------|-------------|---------------------|
| 1 | Fencing Project Field 1 | 1 | EA | \$31,568.75 | \$31,568.75 |
| 2 | Fencing Project Field 2 | 1 | EA | \$31,568.75 | \$31,568.75 |
| 3 | Fencing Project Field 3 | 1 | EA | \$31,568.75 | \$31,568.75 |
| 4 | Fencing Project Field 4 | 1 | EA | \$31,568.75 | \$31,568.75 |
| 5 | Walk Through Gates | 3 | EA | \$1,066.50 | \$3,199.50 |
| Total | | | | | \$129,474.50 |

*City may decide to decrease quantities due to funding

ATTACHMENT C

CDBG FEDERAL REQUIREMENTS

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG). All federal CDBG requirements will apply to the contract. Contractor and subcontractors are required to comply with the President's Executive Order No. 11246 & Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Contractor and subcontractors must comply with Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, 29 CFR 5.5, and 40 CFR 33.240. The contractor must also make positive efforts to use small and minority-owned businesses and to offer employment, training and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968.

| Section No. | Title |
|-------------|--|
| FR-1 | Byrd Anti-Lobbying Amendment |
| FR-2 | Clean Air Act and the Federal Water Pollution Control Act |
| FR-3 | Contract Work hours and Safety Standards Act |
| FR-4 | Copeland "Anti-Kickback" Act |
| FR-5 | Debarment and Suspension |
| FR-6 | Equal Employment Opportunity |
| FR-7 | Program Fraud and False or Fraudulent Statements or Related Acts |
| FR-8 | Section 3 Compliance |
| FR-9 | Davis-Bacon Wages |

FEDERAL REQUIREMENTS: FR-1

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Reference: 31 U.S.C. § 1352 (as amended)

FEDERAL REQUIREMENTS: FR-2

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

A. Clean Air Act.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the U.S. Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

B. Federal Water Pollution Control Act.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the U.S. Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

FEDERAL REQUIREMENTS: FR-3

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- E. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
 - (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - (iv) Informing any other person about their rights under CWHSSA or this part.

Reference: 29 CFR § 5.5(b)

FEDERAL REQUIREMENTS: FR-4

COPELAND "ANTI-KICKBACK" ACT

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractors shall insert in any subcontracts the clause above and such other clauses as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Reference: 29 CFR part 3

FEDERAL REQUIREMENTS: FR-5

DEBARMENT AND SUSPENSION

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by City of Corpus Christi. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Corpus Christi, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Reference: 2 CFR part 180, 2 CFR part 3000

FEDERAL REQUIREMENTS: FR-6

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitation or advertisements for employees place by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
- C. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and order.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,

1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- G. The contractor will include all portions of this section in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 2014 of Executive Order 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 subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. Contractor will comply with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap.

Reference: 41 CFR part 60-1.4(b)

FEDERAL REQUIREMENTS: FR-7

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS RE RELATED
ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Reference: 31 U.S.C. Chap. 38

FEDERAL REQUIREMENTS: FR-8

SECTION 3 COMPLIANCE

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Certification Forms: *Business Concern Self-Certification*
Worker Self-Certification
Targeted Worker Self-Certification

Section 3 Business Concern Certification for Contracting

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Name of Business: _____

Address of Business: _____

Name of Business Owner: _____

Section 3 Business Concern means a business concern as defined in 24 CFR 75.5, as may be amended from time to time, and means a business concern meeting at least one of the following criteria, as documented within the last six-month period through self-certification or other means acceptable HUD:

- ☐ It is at least 51 percent owned and controlled by low- or very low-income persons; or
- ☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or
- ☐ It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. Is your business owned (51% or more) by individuals whose household incomes are BELOW 80% of Area Median Income (AMI)? See chart below.

I affirm that the above statements are true and accurate to the best of my knowledge. I understand that businesses misrepresenting themselves as Section 3 concerns may face contract termination and be barred from future opportunities. Under penalty of law, I certify that the following information is correct.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

Section 3 Worker Certification Form

ELIGIBILITY FOR PREFERENCE

A Section 3 Worker seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Worker, as defined in Section 135.5.

I _____, (Print Name) am a resident of _____ (City, County, State) and qualify as a Section 3 Resident because I am a public housing resident OR because my household income does not exceed the income guidelines by family size as published at the bottom of this form*.

Name: _____ Telephone: _____

Address: _____ (will be verified)

FY 2024 – HOUSEHOLD INCOME GUIDELINES

| Place a Check on the line that is applicable | Family Size | Low Income * |
|--|---------------|--------------|
| | 1 Per 50% AMI | \$27,650 |
| | 1 Per 80% AMI | \$44,250 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

* Circle the appropriate column based on household size and income – income limits are attached and/or can be requested from Alvin Witcher at AlvinW@cctexas.com.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Print Name

Section 3 Targeted Worker Certification Form

ELIGIBILITY FOR PREFERENCE

A Section 3 Targeted Worker seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Targeted Worker, as defined per 24 CFR 270.

I _____, (Print Name) am a resident of _____ (City, County, State) and qualify as a Section 3 Resident because I am a public housing resident OR because my household income does not exceed the income guidelines by family size as published at the bottom of this form*.

Name: _____ Telephone: _____

Address: _____ (will be verified)

FY 2024 –INCOME GUIDELINES

| Place a Check on the line that is applicable | Size | Very Low & Low Income * |
|--|---------------|-------------------------|
| | 1 per 50% AMI | \$27,650 |
| | 1 per 80% AMI | \$44,250 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

* Circle the appropriate column based on individual income – income limits are attached and/or can be requested from Alvin Witcher at AlvinW@cctexas.com.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Print Name

FEDERAL REQUIREMENTS: FR-9

DAVIS-BACON WAGE RATES

- A. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached.
- B. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.
- C. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).
- D. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein.

Reference: 40 U.S.C. 276a

DAVIS-BACON WAGE RATES

Superseded General Decision Number: TX20240288

State: Texas

Construction Type: Building

Counties: Aransas, Nueces and San Patricio Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | <ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

* BOIL0074-003 01/01/2025

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 33.17 | 24.92 |

ELEC0278-002 08/25/2024

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 30.80 | 8.97 |

ENGI0178-005 06/01/2020

| | Rates | Fringes |
|--|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| (1) Tower Crane..... | \$ 32.85 | 13.10 |
| (2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above..... | \$ 28.75 | 10.60 |
| (3) Hydraulic cranes 59 Tons and under..... | \$ 32.35 | 13.10 |

IRON0084-011 06/01/2024

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 28.26 | 8.13 |

* SUTX2014-068 07/21/2014

| | Rates | Fringes |
|---|-------------|---------|
| BRICKLAYER..... | \$ 20.04 | 0.00 |
| CARPENTER..... | \$ 15.21 ** | 0.00 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 15.33 ** | 0.00 |
| INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)..... | \$ 19.77 | 7.13 |
| IRONWORKER, REINFORCING..... | \$ 12.27 ** | 0.00 |
| IRONWORKER, STRUCTURAL..... | \$ 22.16 | 5.26 |
| LABORER: Common or General..... | \$ 9.68 ** | 0.00 |
| LABORER: Mason Tender - Brick... | \$ 11.36 ** | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 10.58 ** | 0.00 |
| LABORER: Pipelayer..... | \$ 12.49 ** | 2.13 |
| LABORER: Roof Tearoff..... | \$ 11.28 ** | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 14.25 ** | 0.00 |

| | | |
|--|-------------|------|
| OPERATOR: Bobcat/Skid Steer/Skid Loader..... | \$ 13.93 ** | 0.00 |
| OPERATOR: Bulldozer..... | \$ 18.29 | 1.31 |
| OPERATOR: Drill..... | \$ 16.22 ** | 0.34 |
| OPERATOR: Forklift..... | \$ 14.83 ** | 0.00 |
| OPERATOR: Grader/Blade..... | \$ 13.37 ** | 0.00 |
| OPERATOR: Loader..... | \$ 13.55 ** | 0.94 |
| OPERATOR: Mechanic..... | \$ 17.52 ** | 3.33 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | \$ 16.03 ** | 0.00 |
| OPERATOR: Roller..... | \$ 12.70 ** | 0.00 |
| PAINTER (Brush, Roller, and Spray)..... | \$ 14.45 ** | 0.00 |
| PIPEFITTER..... | \$ 25.80 | 8.55 |
| PLUMBER..... | \$ 25.64 | 8.16 |
| ROOFER..... | \$ 13.75 ** | 0.00 |
| SHEET METAL WORKER (HVAC Duct Installation Only)..... | \$ 22.73 | 7.52 |
| SHEET METAL WORKER, Excludes HVAC Duct Installation..... | \$ 21.13 | 6.53 |
| TILE FINISHER..... | \$ 11.22 ** | 0.00 |
| TILE SETTER..... | \$ 14.74 ** | 0.00 |
| TRUCK DRIVER: Dump Truck..... | \$ 12.39 ** | 1.18 |
| TRUCK DRIVER: Flatbed Truck..... | \$ 19.65 | 8.57 |
| TRUCK DRIVER: Semi-Trailer Truck..... | \$ 12.50 ** | 0.00 |
| TRUCK DRIVER: Water Truck..... | \$ 12.00 ** | 4.11 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

(over)

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Attachment C-2

FIELD REQUIREMENTS: **CDBG Project Sign & Documents to be Posted**

All posting documents must be placed in a visible location at the job site on a notice board accessible to worker's view:

Davis-Bacon Poster: WH Publication 1321

Davis-Bacon Prevailing Wage Rates: Displays the Federal Wage Rates that apply to each individual type of project.

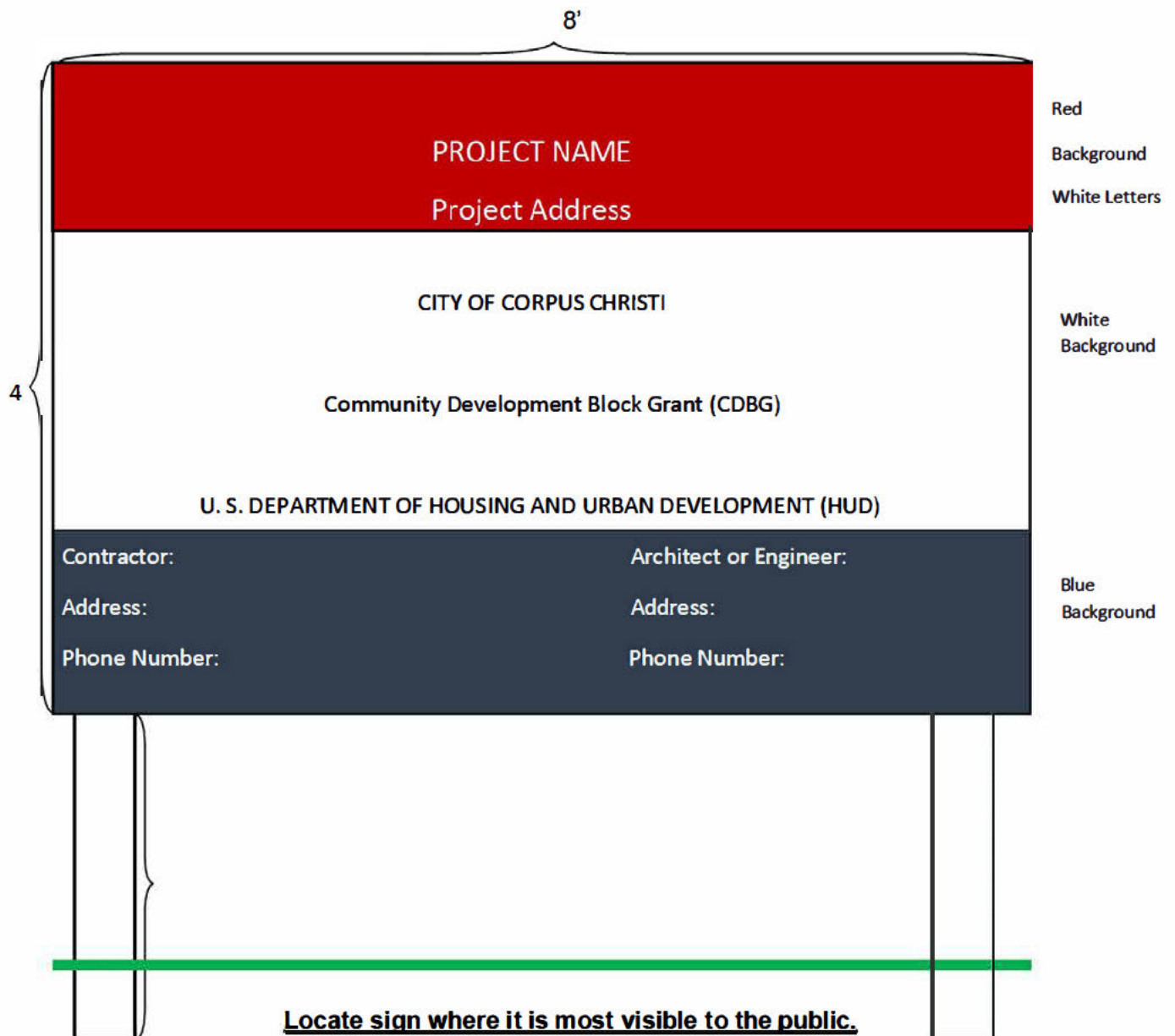
Department of Labor's Job Safety and Health Protection Poster: The Occupational Safety and Health (OSH) Act was enacted to "assure safe and healthful working conditions for working men and women."

Workers Compensation Information: Contact information for workers' compensation in Texas.

EEOC/Executive Order 112461: Sets forth the anti-discrimination policy of this project. Parts II & III are applicable along with Executive Order 11375 concerning employment discrimination on the basis of race, color, sex, religion and national origin.

Affirmative Action Plan: Must be submitted by the prime contractor and all sub-contractors who have sub-contracts of \$10,000.00 or more on the project.

CDBG PROJECT SIGN



Fix sign is made from 4 feet x 8 feet sheet of $\frac{3}{4}$ " plywood.
Sign should be posted at a minimum of than 3' 6" high from ground

**SIGN DIMENSIONS WILL VARY DEPENDING ON TYPE OF PROJECT
MAY USE PORTABLE SIGNS
(Changes on size to be approved by PCDD)
Color and Information to be the same**

WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where workers can readily see it.

| | |
|-------------------------|---|
| PREVAILING WAGES | You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this notice for the work you perform. |
| OVERTIME | You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions. |
| ENFORCEMENT | Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment. |
| APPRENTICES | Apprentice rates apply only to apprentices properly registered under approved federal or state apprenticeship programs. |
| RETALIATION | The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts. |
| PROPER PAY | If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below: |

or contact the U.S. Department of Labor’s Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

866-487-9243
dol.gov/agencies/whd



DERECHOS DE LOS TRABAJADORES

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS QUE TRABAJAN EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

La ley exige que los empleadores coloquen este cartel en un lugar donde los trabajadores puedan verlo fácilmente.

| | |
|--------------------------------|---|
| SALARIOS PREVALECIENTES | No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña. |
| SOBRETIEMPO | Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones. |
| CUMPLIMIENTO | Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales Davis-Bacon permiten la rescisión del contrato y la exclusión de los contratistas de futuros contratos federales durante tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento. |
| APRENDICES | Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados. |
| REPRESALIAS | La ley prohíbe despedir o tomar represalias contra los trabajadores por presentar una queja, cooperar en una investigación o testificar en un procedimiento bajo la Ley Davis-Bacon y Leyes Relacionadas. |
| PAGO APROPIADO | Si no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo: |

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

866-487-9243
dol.gov/agencies/whd





Job Safety and Health IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request a confidential OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation, or loss of an eye.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.

This poster is available free from OSHA.

Contact OSHA. We can help.





Seguridad y Salud en el Trabajo

¡ES LA LEY!

Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias tóxicas en su sitio de trabajo.
- Pedir una inspección confidencial de OSHA de su lugar de trabajo si usted cree que hay condiciones inseguras o insalubres. Usted tiene el derecho a que un representante se comuniquen con OSHA en su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualquier citación de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

Este cartel está disponible de la OSHA para gratis.

Llame OSHA. Podemos ayudar.

Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Notificar a la OSHA dentro de 8 horas de una fatalidad laboral o dentro de 24 horas de cualquier hospitalización, amputación, o pérdida de ojo relacionado con el trabajo.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Servicios de consulta en el lugar de trabajo están disponibles para empleadores de tamaño pequeño y mediano sin citación o multa, a través de los programas de consulta apoyados por la OSHA en cada estado.



NOTICE TO EMPLOYEES CONCERNING WORKERS' COMPENSATION IN TEXAS

COVERAGE: Effective on [effective date of certificate] _____ [name of employer] _____
_____ has been certified by the Texas Department of Insurance,
Division of Workers' Compensation (Division) as a self-insured employer providing workers'
compensation insurance in the event of work-related injury or occupational disease. Claims for
injuries or occupational diseases which occur on or after that date will be handled by [name of third
party administrator] _____. An employee or a person
acting on the employee's behalf, must notify the employer of an injury or occupational disease not
later than the 30th day after the date on which the injury occurs or the date the employee knew or
should have known of an occupational disease, unless the Division determines that good cause
existed for failure to provide timely notice. Your employer is required to provide you with coverage
information, in writing, when you are hired or whenever the employer becomes, or ceases to be,
covered by workers' compensation insurance.

EMPLOYEE ASSISTANCE: The Division provides free information about how to file a workers'
compensation claim. Division staff will answer any questions you may have about workers'
compensation and process any requests for dispute resolution of a claim. You can obtain this
assistance by contacting your local Division field office or by calling 1-800-252-7031. The Office
of Injured Employee Counsel (OIEC) also provides free assistance to injured employees and will
explain your rights and responsibilities under the Workers' Compensation Act. You can obtain OIEC's
assistance by contacting an OIEC customer service representative in your local Division field office or
by calling 1-866-EZE-OIEC (1-866-393-6432).

SAFETY VIOLATIONS HOTLINE: The Division has a 24 hour toll-free telephone number
for reporting unsafe conditions in the workplace that may violate occupational health and safety
laws. Employers are prohibited by law from suspending, terminating, or discriminating against any
employee because he or she in good faith reports an alleged occupational health or safety violation.
Contact the Division at 1-800-452-9595.

AVISO A LOS EMPLEADOS SOBRE LA COMPENSACIÓN PARA TRABAJADORES EN TEXAS

COBERTURA: A partir de [effective date of certificate]_____, [name of employer] _____

ha sido certificado por el Departamento de Seguros de Texas, División de Compensación para Trabajadores (Texas Department of Insurance, Division of Workers' Compensation – TDI-DWC, por su nombre y siglas en inglés) (División) como empleador auto asegurado (self-insured employer, por su nombre en inglés), para proporcionar un seguro de compensación para trabajadores para protegerle en caso de una lesión o enfermedad ocupacional relacionada con el trabajo. Las reclamaciones por lesiones o enfermedades ocupacionales que ocurran en o después de esta fecha serán manejadas por [name of third party administrator] _____

_____. Un empleado o una persona que actúe en nombre del empleado, debe notificar al empleador sobre una lesión o una enfermedad ocupacional a no más tardar de treinta (30) días, a partir de la fecha en que ocurrió la lesión o en la fecha en la que el empleado se enteró o debería de haberse enterado de la enfermedad ocupacional, al menos que la División determine que existió una buena causa para que no se haya notificado al empleador dentro del tiempo señalado. Su empleador tiene la obligación de proporcionarle a usted información por escrito sobre la cobertura cuando usted es contratado o cuando su empleador adquiere o deja de tener una cobertura de seguro de compensación para trabajadores.

ASISTENCIA AL EMPLEADO: La División proporciona información gratuita sobre cómo presentar una reclamación de compensación para trabajadores. El personal de la División contestará cualquier pregunta que usted pueda tener sobre la compensación para trabajadores y procesará cualquier solicitud de resolución de disputas relacionada con una reclamación. Usted puede obtener este tipo de asistencia comunicándose con su oficina local de la División o llamando al teléfono 1-800-252-7031. La Oficina de Asesoría Pública para el Empleado Lesionado (Office of Injured Employee Counsel – OIEC, por su nombre y siglas en inglés) también ofrece asistencia gratuita a los empleados lesionados y ellos le explicarán cuáles son sus derechos y responsabilidades bajo la Ley de Compensación para Trabajadores. Usted puede obtener la asistencia de OIEC comunicándose con un representante de servicio al cliente de OIEC en su oficina local de la División o llamando al 1-866-EZE-OIEC (1-866-393-6432).

LÍNEA DIRECTA PARA REPORTAR VIOLACIONES DE

SEGURIDAD: La División cuenta con una línea gratuita telefónica que está en servicio las 24 horas del día para reportar condiciones inseguras en el área de trabajo que podrían violar las leyes ocupacionales de salud y seguridad. La ley prohíbe que los empleadores suspendan, despidan o discriminen en contra de cualquier empleado porque él o ella de buena fe reporta una alegada violación ocupacional de salud o seguridad. Comuníquese con la División al teléfono 1-800-452-9595.



Know Your Rights: Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding
- Interference, coercion, or threats related to exercising rights regarding disability discrimination or pregnancy accommodation

What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability; pregnancy, childbirth, or related medical condition; or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding
- Conduct that coerces, intimidates, threatens, or interferes with someone exercising their rights, or someone assisting or encouraging someone else to exercise rights, regarding disability discrimination (including accommodation) or pregnancy accommodation

What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

Submit an inquiry through the EEOC's public portal:
<https://publicportal.eeoc.gov/Portal/Login.aspx>

Call 1-800-669-4000 (toll free)
1-800-669-6820 (TTY)
1-844-234-5122 (ASL video phone)

Visit an EEOC field office (information at
www.eeoc.gov/field-office)

E-Mail info@eeoc.gov

Additional information about the EEOC, including information about filing a charge of discrimination, is available at www.eeoc.gov.





Conozca sus Derechos: La Discriminación en el Lugar de Trabajo es Ilegal

La Comisión Para la Igualdad de Oportunidades en el Empleo (EEOC, por sus siglas en inglés) de los EE. UU. hace cumplir las leyes federales que lo protegen contra la discriminación en el empleo. Si cree que ha sido discriminado(a) en el trabajo o al solicitar un trabajo, la EEOC puede ayudarle.

¿Quién está Protegido?

- Empleados (actuales y anteriores), incluyendo gerentes y empleados temporales
- Miembros de sindicatos y Solicitantes de membresía en un sindicato
- Aplicantes de trabajo

¿Qué Tipos de Discriminación Laboral son Ilegales?

Según las leyes de la EEOC, un empleador no puede discriminarlo, independientemente de su estatus migratorio, por motivos de:

- Raza
- Color
- Religión
- Origen nacional
- Sexo (incluyendo embarazo, parto, y condiciones médicas relacionadas, orientación sexual o identidad de género)
- Edad (40 años o más)
- Discapacidad
- Información genética (incluyendo solicitudes del empleador para la compra, el uso o la divulgación de pruebas genéticas, servicios genéticos o historial médico familiar)
- Tomar represalias por presentar un cargo, oponerse razonablemente a la discriminación o participar en una demanda, investigación o procedimiento por discriminación
- Interferencia, coerción o amenazas relacionadas con el ejercicio de los derechos relacionados con la discriminación por discapacidad o la acomodación por embarazo

¿Qué Organizaciones están Cubiertas?

- La mayoría de los empleadores privados
- Instituciones educativas (como empleadores)
- Gobiernos estatales y locales (como empleadores)
- Sindicatos
- Agencias de empleo

¿Qué Prácticas Laborales Pueden ser Discriminatorias?

Todos los aspectos del empleo, incluyendo:

- Despidos
- Acoso (incluyendo conducta física o verbal no deseada)
- Contratación o promoción
- Asignaciones
- Remuneración (salarios desiguales o compensación)
- Falta de proporcionar adaptaciones razonables para una discapacidad; embarazo, parto o condición médica relacionada al embarazo o parto; o para la observancia o práctica de una creencia religiosa sincera
- Beneficios
- Formación profesional
- Clasificación
- Referencias
- Obtención o divulgación de información genética de los empleados
- Solicitud o divulgación de información médica de los empleados
- Conducta que podría desalentar razonablemente a alguien de oponerse a la discriminación, presentar un cargo o participar en una investigación o procedimiento
- Conducta que coaccione, intimide, amenace o interfiera con el ejercicio de sus derechos por parte de alguien, o alguien que ayude o aliente a otra persona a ejercer sus derechos, en relación con la discriminación por discapacidad (incluyendo las adaptaciones) o adaptaciones por embarazo

¿Qué Puede Hacer si Cree que ha Ocurrido Discriminación?

Comuníquese con la EEOC de inmediato si sospecha discriminación. No demore, porque existen límites de tiempo estrictos para presentar una denuncia por discriminación (180 o 300 días, según el lugar donde viva o trabaje). Puede comunicarse con la EEOC de cualquiera de las siguientes maneras:

Presentar una consulta a través del Portal Público de la EEOC: <https://publicportal.eeoc.gov/Portal/Login.aspx>

Llame 1-800-669-4000 (número gratuito)
1-800-669-6820 (TTY)
1-844-234-5122 (Video Teléfono de ASL)

Visite una Oficina de Campo de la EEOC (información en www.eeoc.gov/field-office)

Corre Electrónico: info@eeoc.gov

Información adicional sobre la EEOC, incluyendo información sobre cómo presentar un cargo de discriminación, está disponible en www.eeoc.gov/es.



AFFIRMATIVE ACTION PLAN

_____ in compliance with Executive Order No. 11246 and Section 3 of the 1968 Housing & Urban Development Act regarding Equal Employment Opportunity hereby gives notice that no person in the United States shall, on the ground of race, color, religion, sex or national origin, be denied employment, and further assurance is also given that _____ will immediately take any reasonable measures necessary to effectuate this policy. ***Notice of the policy will be placed in plain sight on the job location for the benefit of interested parties, and all subcontractors will be so notified. All Equal Opportunity posters will be displayed as required.***

_____ has been appointed as the Equal Employment Opportunity Officer to coordinate company efforts, to advise and assist key personnel and staff, and officially serve as focal point for complaints, inquires, etc. Attachment #2 reflects present employment of the company and percentage goals for projected hiring of lower-income residents, minorities and women.

AFFIRMATIVE SUBCONTRACTING

In accordance with Paragraph 135.70 of Section 3, Attachment #1 reflects anticipated subcontractor(s) needed (by craft) and approximate dollar amounts in each category for the duration of this project. _____ will use the HUD Business Registry, as far as possible, in the project area and inform subcontractors of the need to be on the HUD Registry. Specific efforts will be made to contact and use minority-owned businesses in the project area to the maximum extent feasible. Section 3 requirements and language will be in each subcontractor bid and/or proposal for work on this project. Compliance with Section 3 and Executive Order No. 11246 will be required of all subcontractors of \$10,000 or more.

UTILIZING LOWER INCOME RESIDENTS, MINORITIES AND WOMEN

To the maximum extent feasible, _____ **and** any subcontractors will use lower income residents as trainees, apprentices and workers (if qualified) to complete the work on this project. Special outreach efforts will be made to various public and private recruitment sources such as the Texas Employment Commission and Manpower. Special efforts will also be made to recruit minorities and women. _____ **and** all its subcontractors will determine by craft and/or position the approximate manpower needs to complete the project. The manpower needs will be made known to the resources named above. Attachments #2 and #3 shall be completed by _____ **and** each subcontractor to assure that reasonable goals and target dates are a formal part of any contract or subcontract. Attachment #2 indicates current workforce, and Attachment #3 shows projected workforce needs and goals for lower income residents, minorities and women.

PROMOTION, DEMOTION, PAY RATES, LAYOFFS, ETC.

All personnel actions of the company shall be made on a nondiscriminatory basis without regard to race color, religion, sex or national origin. We will inform each subcontractor of these affirmative action requirements and insure compliance.

RECORDS AND REPORTS

_____ will submit all reports required in a timely fashion. The Company will also assure that all subcontractors shall submit required reports as needed.

(print) Name of Executive Officer

SIGNATURE

DATE

(print) Name of EEO Officer

SIGNATURE

DATE

COMPANY NAME: _____

ADDRESS: _____

PHONE NO.: _____

Attachment D: Insurance and Bond Requirements

A. CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
2. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

| TYPE OF INSURANCE | MINIMUM INSURANCE COVERAGE |
|---|--|
| Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury | \$1,000,000 Per Occurrence |
| AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased | \$500,000 Combined Single Limit |
| WORKERS' COMPENSATION EMPLOYER'S LIABILITY | Statutory \$500,000 /\$500,000 /\$500,000 |

3. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

B. ADDITIONAL REQUIREMENTS

1. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
2. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
3. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

4. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
 - List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
5. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
 6. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
 7. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
 8. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
 9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2025 Insurance Requirements

Ins. Req. Exhibit 4-B

Contracts for General Services – Services Performed Onsite

03/07/2025 Risk Management – Legal Dept.

There are no bond requirements.

ATTACHMENT D-1

RELEASE OF LIABILITY AND COVENANT NOT TO SUE

STATE OF TEXAS §
COUNTY OF NUECES §

This **release of liability and covenant not to sue** ("**Release**") is executed on the date indicated below and is entered into for the purpose of releasing the City of Corpus Christi and its officers, officials, employees, representatives, agents, and volunteers (collectively, the "City") from any and all liability whatsoever arising out of, caused by, or in any way connected with, either proximately or remotely, wholly or in part, participation by **April L. Trejo** ("Contractor"), an individual, in providing services to and for the City, which is the subject of the attached contractual agreement ("Agreement") between the City and April L. Trejo.

This Release serves to relinquish and forever waive certain legal rights to which Contractor may be entitled by law or in equity. As such, Contractor is encouraged to consult with an attorney of his/her own choosing and at Contractor's sole expense prior to signing this document; however, Contractor may voluntarily choose to sign this Release without obtaining such consultation.

I, April L. Trejo/Contractor, in exchange for the City allowing me to forego the condition of providing workers' compensation insurance coverage (which includes covering myself or obtaining a separate health policy covering myself) as a requirement of the Agreement, do hereby voluntarily enter into the following covenants:

1. I acknowledge that the capacity in which I will be participating in the Agreement is that of an independent contractor and not as an employee or agent of the City. I further understand that, as an independent contractor, I will receive no workers' compensation benefits, health benefits, disability benefits, nor other insurance benefits of any kind which might be available to full-time employees of the City and that, as an independent contractor, I am fully responsible for incurring the cost of and paying for any medical services that I may require during the term of the Agreement;
2. I acknowledge and understand that there may be risks involved in participating in the Agreement, I voluntarily and knowingly assume any and all such risks, and I shall rely solely on myself and not the City in determining what those risks are and the extent of and exposure to the risks involved. I understand and agree that I am participating in this Agreement at my own risk, and I hereby release, waive, and in all ways relinquish any and all present and future claim(s) against the City that I, my heirs, successors, permitted assigns, or any other person or entity (as used collectively here and hereinafter as "I") may assert, have, or acquire as a result of any bodily injury (including serious injury resulting in death), property damage, or loss of any kind whatsoever to myself or to my real or personal property arising out of, resulting from, or in any way connected with my participation in the Agreement between myself and the City;
3. I hereby release the City from all liability and waive and relinquish any and all such claims which may arise, and I further covenant not to file any lawsuits against nor join in

any lawsuits with others to sue the City for any such claim, injury, loss, damage, or expense from participating in the Agreement regardless of whether the same may arise, result from, or be caused by any negligence or gross negligence of the City;

4. I acknowledge that the services I provide pursuant to the Agreement may occur on real property located in the City of Corpus Christi, Nueces County, Texas, and that may be owned, leased, controlled, or managed by the City. Further, I acknowledge that my services under the Agreement may, at times, be performed with tools, equipment, and other personal property owned, leased, controlled, or managed by the City. By execution of this Release, it is my express intention to completely absolve the City of all potential liability caused by, arising out of, or incident to my performance of services on City real property and that may be performed with tools, equipment, or other personal property of the City;

5. I desire and agree that this Release shall apply to any and all activities during or in any way connected with my individual participation in the Agreement and my performance under such Agreement;

6. I agree that this Release shall be governed by and be enforceable under the laws of the State of Texas. Venue shall lie in Nueces County, Texas, where the Agreement is performed and my services are provided;

7. I acknowledge and fully understand that I am required by State law to provide workers' compensation coverage for any person(s) that I employ who participate in providing or performing any of the services under the Agreement and agree to so obtain the required workers' compensation coverage as mandated under this Agreement; and

8. I hereby acknowledge that I have been informed in writing that I may consult an attorney prior to signing this Release. I have carefully and thoroughly read the foregoing provisions of this Release of Liability and Covenant Not to Sue and, intending to be legally bound, voluntarily accept each of its terms and conditions and willingly agree to the covenants to which I am bound.

EXECUTED this ____ day of _____, 2025.

April L. Trejo

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2025, by April L. Trejo.

Notary Public's Signature

ATTACHMENT E: WARRANTY REQUIREMENTS

1 year workmanship and 1 year material warranty