

SERVICE AGREEMENT NO. 3133

Demolition of Booker T Washington School

THIS **Demolition of Booker T Washington School Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and American Abatement, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Demolition of Booker T Washington School in response to Request for Bid/Proposal No. 3133 ("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 will provide Demolition of Booker T Washington School ("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.** This Agreement is for two months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$155,995.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. 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 will 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. **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:

Name: Max Jones
Department: Asset Management
Phone: 361-826-3389
Email: MaxJ@cctexas.com

5. **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 C, 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, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. **Inspection and Acceptance.** Any Services 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 that are free from defects, 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 D by the manufacturer, for the period stated in Attachment D. Attachment D 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 will 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 will perform the work required by this Agreement as an independent contractor and will 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 use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid or proposal, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.
- 13. Amendments and Changes.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City. Any changes that alter the method, price, or schedule of work must be allowable, allocable, within the scope of any federal grant or cooperative agreement, and reasonable for the completion of the project scope.
- 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 related 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: Max Jones
Title: Facilities Capital Improvement Program Manager
Address: 5352 Ayers, Corpus Christi, Texas 78405
Phone: 361-826-3389

IF TO CONTRACTOR:

American Abatement, LLC
Attn: Benard Gottschalk
Title: Vice-President
Address: 3725 Pitluk Avenue, San Antonio, Texas 78211
Phone: (210) 408-8131

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, 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 RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, 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) **Termination for Cause.** The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator 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 Manager may terminate this Agreement immediately thereafter.

(B) **Termination for Convenience.** Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager 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. In the event of termination for convenience, the Contractor will be compensated for all Services performed prior to the date of termination. The City shall have no further obligations to the Contractor.

19. Effect of Breach. In addition to the remedy of termination, if the Contractor violates or breaches any provision of the Agreement, the City may pursue any other claims

or causes of action available under the law. No specific sanctions or penalties apply to this Agreement except those that are otherwise available under the law.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City 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. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. 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.
- 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 form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 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 contract and the Contractor agrees that the contract 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.
- 28. Federal Funding Requirements.** This project is subject to requirements provided for the Federal Emergency Management Agency (FEMA), the Federal Aviation Administration (FAA) and/or other federal agencies. A set of Federal Requirements has been attached as Attachment E, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The Contractor must comply with Attachment E while performing the Services. The Contractor will insert in any subcontracts all Federal Provisions/Requirements contained in the Agreement, such other clauses as FEMA, the FAA, or their designees may by appropriate instructions require and 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 the contract clauses.

[Signature Page Follows]

CONTRACTOR

DocuSigned by:
Signature: Benard Gottschalk
41ECBED61A04413...
Printed Name: benard gottschalk
Title: VP
Date: 12/30/2020

CITY OF CORPUS CHRISTI

Josh Chronley
Interim Assistant Director of Contracts and 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: Insurance and Bond Requirements
Attachment D: Warranty Requirements
Attachment E: Federal Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 3133
Exhibit 2: Contractor's Bid/Proposal Response

Attachment A- Scope of Work

1.1 General Requirements/Background Information

The Contractor shall provide demolition and asbestos abatement services to demolish the Booker T Washington School Building located at 1114 San Rankin Street, Corpus Christi, Texas 78401 as outlined in this Scope of Work.

1.2 Scope of Work

The Contractor shall provide all supervision, labor, transportation, tools, materials, and equipment necessary for the completion of services. All services must be performed in accordance with federal, state, local building codes and OSHA safety requirements, including but not limited to IBC 2015, IPC 2015.

A. Contractor shall obtain demolition permit from Development Services. Submit Discontinuation of City Utilities Form 1017 with permit application. Form 1017 are provided in **Attachment A-1**. Lead and Asbestos reports are provided in **Attachment A-2 and Attachment A-3**. There are areas of the building with Asbestos Containing Materials and Lead-Based Paint. For bidding consistency, use \$7,639.50 for the permit fee in your proposal.

This is calculated as follows:

- Demolition Fee - 25,500 SF x 0.027 = \$742.50
- Plan Review Fee – 40% x \$742.50 = \$297.00
- Disposal Fee – 27,500 SF x \$0.24 = \$6,600.00

B. Contractor shall demolish the entire structure including the foundation and haul debris to an authorized disposal site. The building is approximately 27,500 SF. See **Attachment A-4** for photo of the building. Implement all necessary controls and protective measures to protect and preserve surrounding oak trees from damage.

C. Contractor shall selectively demolish and dispose of Asbestos Containing Material and Lead Based Paint in accordance with Federal, State, and Local

requirements. All removal shall be in accordance with the Texas Asbestos Health Protection Rules.

- D. Contractor shall remove one personnel elevator which includes a hydraulic fluid reservoir approximately 10 gallons. The elevator and hydraulic fluid shall be disposed in accordance with all Federal, State, and Local requirements.
- E. Grade site as necessary to prevent water ponding and to promote positive drainage away from the site. Hydroseed and water as needed to establish vegetation. Contractor will be responsible for hauling water to the site.
- F. Contractor shall remove all debris from the job site. There shall be no visible debris on site upon completion.
- G. Contractor shall secure job site with a fence during demolition and cleanup.
- H. Note: The portable metal building located on the property is not part of this project.
- I. Demolish Concrete and Fence at the loading dock back to the nearest expansion joint. See illustration below.
- J. Contractor shall provide 500 CY of hauling in and spreading clean fill material after demolition is complete. Compaction testing is not required.
- K. 3rd Party Lead and Asbestos Monitoring will be contracted by the City. The Contractor shall follow the attached abatement work plan. TCLP lead samples will follow the attached ASTM Standard (E1908-20).

1.3 Invoicing

The Contractor shall submit invoice for services to the City. Invoice shall include:

- A. Work description, Purchase Order Number (PO#), Service Agreement Number, Location and date of Service and labor hours.
- B. Invoices shall be sent as follows: Original to Accounts Payable and a copy to facilitymaintenanceinvoicing@cctexas.com and one to the Contract Administrator.

- C. The Contractor shall include copies of Work order and Contractor Information Checklist (CIC) provided by Project Manager or designee. This is used as back-up for the invoice. Approval for payment shall be authorized by the Contract Administrator or Project Manager.
- D. Progress payments are not authorized. Invoice will be paid in full after completion and acceptance of the project.

1.4 Contractor Quality Control and Superintendence

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.

1.5 Special Instructions

- A. Contractor shall report to the Project Manager or designee at the location upon arrival.
- B. Any unauthorized changes or services performed by the Contractor, will be at the responsibility of the Contractor and not Asset Management-Facility Maintenance.
- C. The Contractor shall clean and haul away all debris.
- D. The Contractor shall commence work no more than 15 days from date of notice to proceed.
- E. After completion of inspection, Contractor shall report back to the Project Manager or designee.

1.6 Insurance and Bonds

The Contractor shall provide a payment bond if the estimate of this project exceeds \$50,000 and a performance bond if the estimate of this project exceeds \$100,000 for the full amount of the contract. Insurance and bonds must be maintained throughout the term of the contract.

Attachment 1

1. Demolish Concrete and Fence at the loading dock back to the nearest expansion joint.
See illustration below.





ATTACHMENT A-1

Discontinuation of City Utility Services

Upon Issuance of a Demolition or House Move Permit

Development Services Department

2406 Leopard St. Corpus Christi, TX 78408 | Phone: 361.826.3240 | Fax: 361.826.4375 | PermitRequests@cctexas.com

DATE: ____/____/____

Permit # _____

Check the type of permit that applies:☒ Demolition☐ House Move

Permit Address: _____

Street

City

Zip

Upon issuance of a Demolition or House Move permit, work shall not commence for a period of 72 hours, unless ALL public and private utility line locations have been identified and the removal of City Gas utility meters and service pipe lines has been performed. The location of underground utilities requires a 48 hour notification and the removal of any under / above ground City Gas utilities requires a 24 hour notification.

With my signature, I acknowledge that I understand and agree to abide by the policy;

Contractor Name (Printed)_____
Contractor Signature_____
Company Name_____
Company Address_____
Email_____
Telephone Number_____
Contact Name (Printed)_____
Telephone Number

ATTACHMENT A-2**Astex Environmental Services**

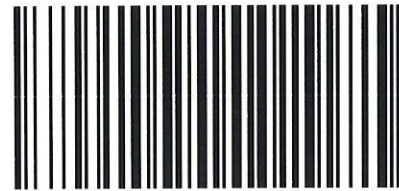
139 Braniff Drive · San Antonio, TX 78216

Phone: (210) 828-9800 · Fax: (210) 829-4927

astex@astexinc.comwww.astexinc.com

September 9, 2020

Max Jones
Capital Improvements Program Manager
City of Corpus Christi
1201 Leopard Street
Corpus Christi, TX 78401
(361) 826-3389
maxj@cctexas.com



CB201196

Re: *Lead-Based Paint (LBP) Inspection Report*
Booker Building Demolition – Two (2) Buildings
1114 Sam Rankin Street
Corpus Christi, Texas 78401
Project No.: CB-20-1196

Mr. Jones:

Pursuant to your request on September 2, 2020, Mr. Arthur Vallejo, Texas Department of State Health Services (TDSHS), Lead Inspector, #2060891, of Astex Environmental Services (Astex), TDSHS Lead Firm #2110460, inspected the above referenced site located at 1114 Sam Rankin Street, Corpus Christi, Texas 78401 for the purpose of performing a visual examination as well as conducting a Lead-Based Paint (LBP) Survey. For this survey, Astex conducted lead-based paint testing utilizing a Niton X-Ray Fluorescence (XRF) portable paint analyzer.

Summary of Results

Utilizing the XRF, Astex secured a total of one hundred nine (109) individual paint readings from randomly selected interior & exterior surfaces. In accordance with the Environmental Protection Agency (EPA), and the Federal Housing and Urban Development (HUD) Guidelines, all XRF readings with levels at or above 1.0 mg/cm² are considered to be *positive* for Lead content.

- **The door components located in the foyer analyzed above 1.0 mg/cm² and are identified as *positive* or lead containing.**
- **The exterior window casings analyzed above 1.0 mg/cm² and are identified as *positive* or lead containing.**

***Lead-Based Paint (LBP) Inspection Report
Booker Building Demolition – Two (2) Buildings
1114 Sam Rankin Street, Corpus Christi, Texas 78401***

This XRF testing was conducted in order to pre-determine the potential representative lead content of the building's components and it is important to note that this limited testing is not intended to identify all painted components that are or are not lead-containing but rather give an indication of a potential lead hazard that may be present.

Conclusions

Based on the above OSHA criteria and XRF testing, the following Conclusions are offered:

- **A lead dust hazard is present on structural components for the Booker Buildings.**
- **Since this building is neither categorized as “target housing” nor a “child-occupied facility,” in accordance with the revised “HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing” (HUD Guidelines), it is exempt from the Federal HUD Regulations and the Texas Environmental Lead Reduction Rules (TELRR); however, the Occupational Safety and Health (OSHA) definition that ANY lead content identified in paint could create a hazard of Lead Dust exposure if paint is deteriorated and/or disturbed.**
- **See XRF Component Specific Analytical Results attached.**

Recommendations

- OSHA Regulation, 29 CFR 1926.62(d)(1) indicates employees performing lead-related tasks (e.g. manual demolition of structures, manual scraping, manual sanding, heat gun applications, and power tool cleaning with dust collection systems) should be monitored for exposure to lead particulate. Each contractor performing tasks with personnel on-site during disturbance of LBP components are solely responsible for the respiratory program for said company and personnel.
- Each contractor performing tasks with personnel on-site during disturbance of LBP components are solely responsible for developing and communicating Engineering Controls to be implemented to reduce employee exposure to lead for said company and personnel.
- In the United States, the Resource Conservation and Recovery Act (RCRA) of 1976 led to establishment of federal standards for the disposal of solid waste and hazardous waste. RCRA requires that industrial wastes and other wastes must be characterized following testing protocols published by EPA.
 - ~ A toxicity characteristic leaching procedure (TCLP) is a soil sample extraction method for chemical analysis employed as an analytical method to simulate leaching through a landfill. The testing methodology is used to determine if a waste is characteristically hazardous, i.e., classified as one of the "D" listed wastes by the U.S. Environmental Protection Agency (EPA). The extract is analyzed for substances appropriate to the protocol (for this application Lead TCLP).

***Lead-Based Paint (LBP) Inspection Report
Booker Building Demolition – Two (2) Buildings
1114 Sam Rankin Street, Corpus Christi, Texas 78401***

- ~ AES recommends at least one (1) TCLP Lead sample be collected and delivered to a certified and licensed laboratory for the characterization of lead content by volume for the appropriate waste stream disposal (a list of licensed laboratories may be provided by and AES representative upon request).

If you have any questions regarding any part of this report, please do not hesitate to call me at (210) 828-9800.

Sincerely,
Astex Environmental Services
TDSHS Lead Firm #2110460



Stephen Jimenez
TDSHS Lead Risk Assessor #2071040

***Lead-Based Paint (LBP) Inspection Report
Booker Building Demolition – Two (2) Buildings
1114 Sam Rankin Street, Corpus Christi, Texas 78401***

XRF ANALYTICAL RESULTS

Astex Environmental Services
139 Braniff Drive
San Antonio, TX 78216

Index	Time	Type	Duration	Units	Sequence	Room	Side	Component	Feature	Substrate	Results	Action Level	PbC
1	2020-09-02 14:05	PAINT	14.57	mg / cm ²	Final			CALIBRATION	lower		Negative	1.00	0.90 ± 0.10
2	2020-09-02 14:07	PAINT	3.07	mg / cm ²	Final	2nd flr	A	wall	lower	plaster	Negative	1.00	< LOD : 1.59
3	2020-09-02 14:08	PAINT	1.06	mg / cm ²	Final	2nd flr	D	window	casing	wood	Negative	1.00	< LOD : 0.31
4	2020-09-02 14:09	PAINT	1.07	mg / cm ²	Final	2nd flr	D	window	casing	wood	Negative	1.00	< LOD : 0.19
5	2020-09-02 14:09	PAINT	1.07	mg / cm ²	Final	2nd flr	D	window	casing	wood	Negative	1.00	< LOD : 0.16
6	2020-09-02 14:11	PAINT	1.07	mg / cm ²	Final	2nd flr	D	built-in	cabinet	wood	Negative	1.00	< LOD : 0.43
7	2020-09-02 14:12	PAINT	1.07	mg / cm ²	Final	2nd flr	D	chalkboard	trim	wood	Negative	1.00	< LOD : 0.29
8	2020-09-02 14:12	PAINT	2.34	mg / cm ²	Final	2nd flr	D	wall	lower	plaster	Negative	1.00	< LOD : 0.06
9	2020-09-02 14:13	PAINT	1.07	mg / cm ²	Final	2nd flr	D	closet	door	wood	Negative	1.00	< LOD : 0.21
10	2020-09-02 14:13	PAINT	1.07	mg / cm ²	Final	2nd flr	D	door	casing	wood	Negative	1.00	< LOD : 0.45
11	2020-09-02 14:14	PAINT	1.07	mg / cm ²	Final	2nd flr	D	door	casing	wood	Negative	1.00	< LOD : 0.50
12	2020-09-02 14:14	PAINT	1.06	mg / cm ²	Final	2nd flr	D	window	casing	wood	Negative	1.00	< LOD : 0.36
13	2020-09-02 14:15	PAINT	2.35	mg / cm ²	Final	2nd flr	D	wall	lower	plaster	Negative	1.00	< LOD : 0.04
14	2020-09-02 14:15	PAINT	1.07	mg / cm ²	Final	2nd flr	D	door	casing	wood	Negative	1.00	< LOD : 0.20
15	2020-09-02 14:15	PAINT	1.07	mg / cm ²	Final	2nd flr	D	wall	baseboard	wood	Negative	1.00	< LOD : 0.22
16	2020-09-02 14:16	PAINT	4.69	mg / cm ²	Final	2nd flr	D	wall	baseboard	wood	Negative	1.00	< LOD : 0.89
17	2020-09-02 14:17	PAINT	2.14	mg / cm ²	Final	2nd flr	A	window	casing	wood	Negative	1.00	< LOD : 0.21
18	2020-09-02 14:18	PAINT	1.07	mg / cm ²	Final	2nd flr	A	door	casing	wood	Negative	1.00	< LOD : 0.30
19	2020-09-02 14:19	PAINT	2.23	mg / cm ²	Final	2nd flr	A	hallway	wall	plaster	Negative	1.00	< LOD : 0.31
20	2020-09-02 14:20	PAINT	1.07	mg / cm ²	Final	2nd flr	B	door	wall	wood	Negative	1.00	< LOD : 0.04
21	2020-09-02 14:21	PAINT	1.07	mg / cm ²	Final	2nd flr	B	elevator	door	metal	Negative	1.00	< LOD : 0.21
22	2020-09-02 14:21	PAINT	1.07	mg / cm ²	Final	2nd flr	B	door	casing	wood	Negative	1.00	< LOD : 0.38
23	2020-09-02 14:22	PAINT	1.06	mg / cm ²	Final	2nd flr bath	B	door	door	wood	Negative	1.00	< LOD : 0.20
24	2020-09-02 14:22	PAINT	1.06	mg / cm ²	Final	2nd flr bath	B	divider	door	metal	Negative	1.00	< LOD : 0.91
25	2020-09-02 14:23	PAINT	1.06	mg / cm ²	Final	2nd flr bath	B	divider	door	metal	Negative	1.00	< LOD : 0.34
26	2020-09-02 14:23	PAINT	1.07	mg / cm ²	Final	2nd flr bath	B	cabinet	door	wood	Negative	1.00	< LOD : 0.24
27	2020-09-02 14:24	PAINT	1.28	mg / cm ²	Final	2nd flr bath	B	wall	lower	plaster	Negative	1.00	< LOD : 0.10
28	2020-09-02 14:25	PAINT	1.17	mg / cm ²	Final	2nd flr	C	window	casing	wood	Negative	1.00	< LOD : 0.58
29	2020-09-02 14:25	PAINT	1.06	mg / cm ²	Final	2nd flr	C	built-in	casing	wood	Negative	1.00	< LOD : 0.19
30	2020-09-02 14:26	PAINT	1.07	mg / cm ²	Final	2nd flr	A	built-in	casing	wood	Negative	1.00	< LOD : 0.15
31	2020-09-02 14:26	PAINT	1.06	mg / cm ²	Final	2nd flr	A	window	casing	wood	Negative	1.00	< LOD : 0.17
32	2020-09-02 14:27	PAINT	1.06	mg / cm ²	Final	2nd flr	A	door	casing	wood	Negative	1.00	< LOD : 0.03
33	2020-09-02 14:28	PAINT	1.06	mg / cm ²	Final	2nd flr	A	chalkboard	trim	wood	Negative	1.00	< LOD : 0.42
34	2020-09-02 14:28	PAINT	1.07	mg / cm ²	Final	2nd flr	B	chalkboard	trim	wood	Negative	1.00	< LOD : 0.09
35	2020-09-02 14:29	PAINT	1.06	mg / cm ²	Final	2nd flr	B	built-in	casing	wood	Negative	1.00	< LOD : 0.43

Astex Environmental Services
139 Braniff Drive
San Antonio, TX 78216

Index	Time	Type	Duration	Units	Sequence	Room	Side	Component	Feature	Substrate	Results	Action Level	PbC
36	2020-09-02 14:29	PAINT	2.45	mg / cm ^2	Final	2nd flr	B	wall	lower	plaster	Negative	1.00	< LOD : 0.03
37	2020-09-02 14:30	PAINT	1.07	mg / cm ^2	Final	2nd flr	B	door	door	wood	Negative	1.00	< LOD : 0.32
38	2020-09-02 14:30	PAINT	1.06	mg / cm ^2	Final	2nd flr	B	window	casing	wood	Negative	1.00	< LOD : 0.28
39	2020-09-02 14:31	PAINT	1.07	mg / cm ^2	Final	2nd flr	B	table	casing	wood	Negative	1.00	< LOD : 0.03
40	2020-09-02 14:31	PAINT	1.06	mg / cm ^2	Final	2nd flr	B	table	casing	wood	Negative	1.00	< LOD : 0.03
41	2020-09-02 14:36	PAINT	1.07	mg / cm ^2	Final	1st floor	C	window	casing	wood	Negative	1.00	< LOD : 0.05
42	2020-09-02 14:37	PAINT	1.06	mg / cm ^2	Final	Cafeteria	B	door	casing	metal	Negative	1.00	< LOD : 0.06
43	2020-09-02 14:38	PAINT	1.06	mg / cm ^2	Final	Cafeteria	C	wall	lower	drywall	Negative	1.00	< LOD : 0.03
44	2020-09-02 14:38	PAINT	1.17	mg / cm ^2	Final	Cafeteria	C	wall	lower	drywall	Negative	1.00	< LOD : 0.03
45	2020-09-02 14:39	PAINT	1.06	mg / cm ^2	Final	Cafeteria	C	door	casing	wood	Negative	1.00	< LOD : 0.06
46	2020-09-02 14:39	PAINT	1.07	mg / cm ^2	Final	Cafeteria	C	door	casing	wood	Negative	1.00	< LOD : 0.06
47	2020-09-02 14:40	PAINT	1.07	mg / cm ^2	Final	Cafeteria	B	door	casing	wood	Negative	1.00	< LOD : 0.08
48	2020-09-02 14:40	PAINT	1.07	mg / cm ^2	Final	Cafeteria	B	door	door	wood	Negative	1.00	< LOD : 0.03
49	2020-09-02 14:40	PAINT	1.07	mg / cm ^2	Final	Cafeteria	B	wall	lower	wood	Negative	1.00	< LOD : 0.03
50	2020-09-02 14:41	PAINT	1.06	mg / cm ^2	Final	Cafeteria	B	door	casing	wood	Negative	1.00	< LOD : 0.03
51	2020-09-02 14:41	PAINT	1.07	mg / cm ^2	Final	Cafeteria	B	window	casing	wood	Negative	1.00	< LOD : 0.14
52	2020-09-02 14:42	PAINT	1.07	mg / cm ^2	Final	Cafeteria	B	door	casing	metal	Negative	1.00	< LOD : 0.30
53	2020-09-02 14:43	PAINT	1.60	mg / cm ^2	Final	Cafeteria	B	wall	lower	wood	Negative	1.00	< LOD : 0.03
54	2020-09-02 14:44	PAINT	1.06	mg / cm ^2	Final	Cafeteria	B	door	casing	wood	Negative	1.00	< LOD : 0.03
55	2020-09-02 14:45	PAINT	1.06	mg / cm ^2	Final	Cafeteria	B	structural	beam	metal	Negative	1.00	< LOD : 0.29
56	2020-09-02 14:45	PAINT	1.06	mg / cm ^2	Final	Cafeteria	B	structural	beam	metal	Negative	1.00	< LOD : 0.14
57	2020-09-02 14:46	PAINT	1.06	mg / cm ^2	Final	Cafeteria	B	structural	beam	metal	Negative	1.00	< LOD : 0.13
58	2020-09-02 14:46	PAINT	1.06	mg / cm ^2	Final	foyer	B	door	casing	metal	Negative	1.00	< LOD : 0.07
59	2020-09-02 14:47	PAINT	1.06	mg / cm ^2	Final	foyer	B	door	casing	wood	Negative	1.00	< LOD : 0.26
60	2020-09-02 14:47	PAINT	1.27	mg / cm ^2	Final	foyer	B	door	door	wood	Positive	1.00	1.80 ± 0.80
61	2020-09-02 14:48	PAINT	1.17	mg / cm ^2	Final	foyer	B	door	door	wood	Positive	1.00	2.50 ± 1.20
62	2020-09-02 14:48	PAINT	1.06	mg / cm ^2	Final	1st floor	B	door	casing	wood	Negative	1.00	< LOD : 0.60
63	2020-09-02 14:49	PAINT	1.60	mg / cm ^2	Final	1st floor	B	wall	lower	plaster	Negative	1.00	< LOD : 0.03
64	2020-09-02 14:50	PAINT	3.09	mg / cm ^2	Final	1st floor	B	built-in	beam	concrete	Negative	1.00	< LOD : 1.83
65	2020-09-02 14:51	PAINT	1.06	mg / cm ^2	Final	1st floor	B	door	door	wood	Negative	1.00	< LOD : 0.13
66	2020-09-02 14:53	PAINT	2.45	mg / cm ^2	Final	1st floor	B	wall	lower	plaster	Negative	1.00	< LOD : 0.18
67	2020-09-02 14:53	PAINT	2.56	mg / cm ^2	Final	1st floor	B	wall	lower	plaster	Negative	1.00	< LOD : 0.10
68	2020-09-02 14:54	PAINT	1.07	mg / cm ^2	Final	1st floor	B	window	casing	wood	Negative	1.00	< LOD : 0.20
69	2020-09-02 14:55	PAINT	1.07	mg / cm ^2	Final	1st floor	B	door	casing	wood	Negative	1.00	< LOD : 0.23
70	2020-09-02 14:55	PAINT	1.06	mg / cm ^2	Final	1st floor	B	door	casing	wood	Negative	1.00	< LOD : 0.75

Astex Environmental Services
139 Braniff Drive
San Antonio, TX 78216

Index	Time	Type	Duration	Units	Sequence	Room	Side	Component	Feature	Substrate	Results	Action Level	PbC
71	2020-09-02 14:56	PAINT	1.06	mg / cm ^2	Final	1st floor	B	door	door	wood	Negative	1.00	< LOD : 0.46
73	2020-09-02 14:57	PAINT	1.06	mg / cm ^2	Final	1st floor	A	door	door	wood	Negative	1.00	< LOD : 0.03
74	2020-09-02 14:58	PAINT	1.06	mg / cm ^2	Final	1st floor	B	window	casing	wood	Negative	1.00	< LOD : 0.24
75	2020-09-02 14:59	PAINT	1.06	mg / cm ^2	Final	1st floor	D	built-in	casing	wood	Negative	1.00	< LOD : 0.24
76	2020-09-02 14:59	PAINT	2.23	mg / cm ^2	Final	1st floor	A	wall	lower	plaster	Negative	1.00	< LOD : 0.03
77	2020-09-02 15:00	PAINT	1.07	mg / cm ^2	Final	1st floor	B	window	casing	wood	Negative	1.00	< LOD : 0.33
78	2020-09-02 15:00	PAINT	1.06	mg / cm ^2	Final	1st floor	D	built-in	casing	wood	Negative	1.00	< LOD : 0.23
79	2020-09-02 15:01	PAINT	1.06	mg / cm ^2	Final	1st floor	C	chalkboard	casing	wood	Negative	1.00	< LOD : 0.20
80	2020-09-02 15:01	PAINT	1.06	mg / cm ^2	Final	1st floor	D	door	casing	wood	Negative	1.00	< LOD : 0.18
81	2020-09-02 15:02	PAINT	1.07	mg / cm ^2	Final	1st floor	D	door	casing	wood	Negative	1.00	< LOD : 0.25
82	2020-09-02 15:02	PAINT	1.07	mg / cm ^2	Final	1st floor	D	door	door	wood	Negative	1.00	< LOD : 0.36
83	2020-09-02 15:02	PAINT	1.07	mg / cm ^2	Final	1st floor	D	door	door	wood	Negative	1.00	< LOD : 0.18
84	2020-09-02 15:03	PAINT	1.07	mg / cm ^2	Final	1st floor	D	door	casing	wood	Negative	1.00	< LOD : 0.22
85	2020-09-02 15:04	PAINT	2.76	mg / cm ^2	Final	1st floor	C	wall	lower	plaster	Negative	1.00	< LOD : 3.05
86	2020-09-02 15:05	PAINT	1.16	mg / cm ^2	Final	1st floor	B	window	casing	wood	Negative	1.00	< LOD : 0.71
87	2020-09-02 15:05	PAINT	1.07	mg / cm ^2	Final	1st floor	D	door	casing	wood	Negative	1.00	< LOD : 0.20
88	2020-09-02 15:06	PAINT	1.07	mg / cm ^2	Final	1st floor	A	door	door	wood	Negative	1.00	< LOD : 0.59
89	2020-09-02 15:07	PAINT	3.09	mg / cm ^2	Final	1st floor	A	window	casing	wood	Negative	1.00	< LOD : 1.04
90	2020-09-02 15:07	PAINT	1.06	mg / cm ^2	Final	1st floor	A	door	casing	wood	Negative	1.00	< LOD : 0.22
91	2020-09-02 15:07	PAINT	1.06	mg / cm ^2	Final	1st floor	B	window	casing	wood	Negative	1.00	< LOD : 0.24
92	2020-09-02 15:08	PAINT	1.07	mg / cm ^2	Final	1st floor	B	cabinet	casing	wood	Negative	1.00	< LOD : 0.14
93	2020-09-02 15:10	PAINT	1.17	mg / cm ^2	Final	exterior	A	stair	casing	metal	Negative	1.00	< LOD : 0.60
94	2020-09-02 15:10	PAINT	1.06	mg / cm ^2	Final	exterior	A	stair	casing	metal	Negative	1.00	< LOD : 0.32
95	2020-09-02 15:11	PAINT	1.07	mg / cm ^2	Final	exterior	A	stair	casing	metal	Negative	1.00	< LOD : 0.39
96	2020-09-02 15:12	PAINT	3.08	mg / cm ^2	Final	exterior	A	window	casing	wood	Positive	1.00	2.20 ± 1.00
97	2020-09-02 15:12	PAINT	2.55	mg / cm ^2	Final	exterior	A	window	casing	wood	Positive	1.00	2.90 ± 1.90
98	2020-09-02 15:15	PAINT	1.07	mg / cm ^2	Final	exterior	B	wall	lower	wood	Negative	1.00	< LOD : 0.03
99	2020-09-02 15:15	PAINT	1.07	mg / cm ^2	Final	exterior	B	wall	lower	wood	Negative	1.00	< LOD : 0.03
100	2020-09-02 15:18	PAINT	1.06	mg / cm ^2	Final	exterior	A	door	casing	wood	Negative	1.00	< LOD : 0.36
101	2020-09-02 15:19	PAINT	1.06	mg / cm ^2	Final	exterior	A	stair	hand rail	metal	Negative	1.00	< LOD : 0.17
102	2020-09-02 15:19	PAINT	1.06	mg / cm ^2	Final	exterior	A	stair	hand rail	metal	Negative	1.00	< LOD : 0.09
103	2020-09-02 15:19	PAINT	1.06	mg / cm ^2	Final	exterior	A	stair	hand rail	metal	Negative	1.00	< LOD : 0.35
104	2020-09-02 15:20	PAINT	1.06	mg / cm ^2	Final	exterior	A	stair	hand rail	metal	Negative	1.00	< LOD : 0.09
105	2020-09-02 15:20	PAINT	1.07	mg / cm ^2	Final	exterior	A	door	casing	wood	Negative	1.00	< LOD : 0.03
106	2020-09-02 15:21	PAINT	1.06	mg / cm ^2	Final	exterior	A	stair	hand rail	metal	Negative	1.00	< LOD : 0.98

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Index	Time	Type	Duration	Units	Sequence	Room	Side	Component	Feature	Substrate	Results	Action Level	PbC
107	2020-09-02 15:22	PAINT	1.06	mg/cm ²	Final	exterior	A	window	shutter	wood	Negative	1.00	< LOD : 0.11
108	2020-09-02 15:24	PAINT	5.85	mg/cm ²	Final	exterior	A	window	casing	wood	Negative	1.00	0.80 ± 0.20
109	2020-09-02 15:26	PAINT	1.07	mg/cm ²	Final	exterior	A	door	casing	metal	Negative	1.00	< LOD : 0.15

***Lead-Based Paint (LBP) Inspection Report
Booker Building Demolition – Two (2) Buildings
1114 Sam Rankin Street, Corpus Christi, Texas 78401***

PHOTOS

***Lead-Based Paint (LBP) Inspection Report
Booker Building Demolition – Two (2) Buildings
1114 Sam Rankin Street, Corpus Christi, Texas 78401***

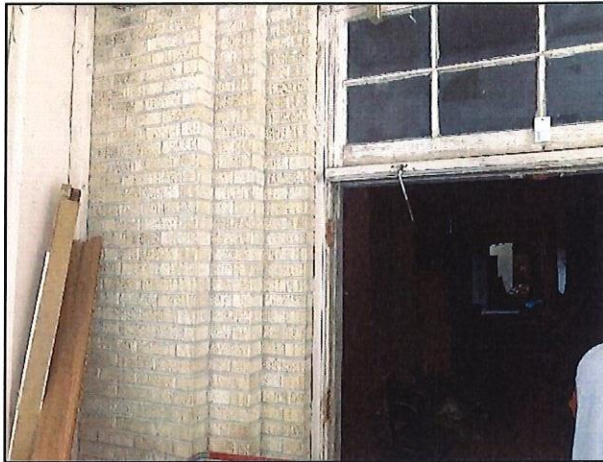


Photo 01



Photo 02



Photo 03



Photo 04



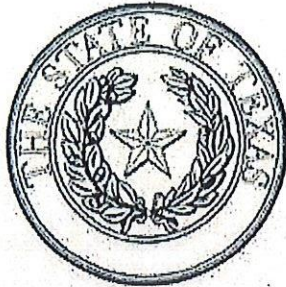
Photo 05



Photo 06

***Lead-Based Paint (LBP) Inspection Report
Booker Building Demolition – Two (2) Buildings
1114 Sam Rankin Street, Corpus Christi, Texas 78401***

LICENSES / CERTIFICATIONS



Texas Department of State Health Services

BE IT KNOWN THAT

**JEFF ZUNKER SPECIALTY PRODUCTS INC DBA
ASTEX ENVIRONMENTAL SERVICES**

is certified to perform as a


Lead Firm

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities
set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295
relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.*

Certification Number: 2110460

Expiration Date: 11/05/2020

Control Number: 7023

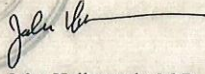

**John Hellerstedt, M.D.,
Commissioner of Health**

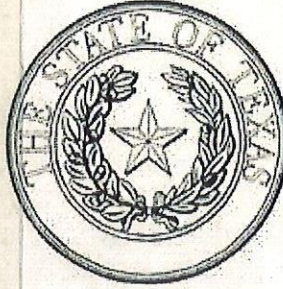
(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

Department of State Health Services certifies that
STEPHEN P JIMENEZ
is certified as a
Lead Risk Assessor
Certification No: 2071040
Control No: 7611
Expires: 4/26/2021


John Hellerstedt, M.D.,
Commissioner of Health



Texas Department of State Health Services

BE IT KNOWN THAT

STEPHEN P JIMENEZ

is certified to perform as a

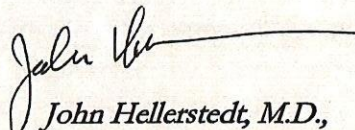
Lead Risk Assessor

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities
set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295
relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.*

Certification Number: 2071040

Expiration Date: 04/26/2021

Control Number: 7611


***John Hellerstedt, M.D.,
Commissioner of Health***

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



License Number: 2060891 **Current Date: 09/10/2020 06:04 PM**

Name: **VALLEJO, ARTHUR H**

License Type: **Lead Inspector**

License Status: **Current**

Expiry Date: **03/31/2021**

Effective Rank Date: **04/01/2015**

Addresses

Mailing Address

Address **VALLEJO, ARTHUR H**
CORPUS CHRISTI , TX
NUECES
78415
US

Phone Number: **2102546997**

Main Address

Address **CORPUS CHRISTI , TX**
NUECES
78415
US

ATTACHMENT A-3

Astex Environmental Services
139 Braniff Drive · San Antonio, TX 78216
Phone: (210) 828-9800 · Fax: (210) 829-4927
astex@astexinc.com www.astexinc.com

September 8, 2020



CB201196

Max Jones
Capital Improvements Program Manager
City of Corpus Christi
1201 Leopard St.
Corpus Christi, TX 78469
(361) 826-3389
maxj@cctexas.com

Re: *Asbestos Survey*
Booked Buildings Demolition – Two (2) Buildings
1114 Sam Rankin Street
Corpus Christi, Texas 78401
Project No.: CB-20-1196

Mr. Jones:

The following are the results of the asbestos testing conducted by Mr. Arthur H. Vallejo, Texas Department of State Health Services (TDSHS) Asbestos Inspector #60-2313, of Astex Environmental Services (AES) at the above referenced project. On September 3, 2020, a total of sixty-nine (69) samples of suspect asbestos containing building materials were collected. These samples were sent to Environmental Analytical Services, L.L.C., Houston, Texas, TDSHS Laboratory License No.: 30-0373, for analysis by Polarized Light Microscopy (PLM) in accordance with EPA 600/R-93/116 Method.

Asbestos is a naturally occurring mineral that is distinguished from other minerals by the fact that it occurs in long, thin fibers. Its characteristics are that it does not burn, it is strong, it conducts heat and electricity poorly, and it is impervious to chemical corrosion, therefore, asbestos was utilized in numerous construction materials. Typically, asbestos containing materials (ACM) can be found as: fireproofing material on the steel beams of multi-story buildings; roofing shingles, felts, and tars; floor tiles and mastic, acoustic ceiling and wall textures; joint compound; and Thermal System Insulation (TSI) for pipes, ducts, and joints. Over a period of years these asbestos-containing materials may become friable, that is pulverized by hand pressure, thus releasing fibers into the air.

Limitations:

The results, findings and conclusions documented in this report are based solely on conditions observed the day(s) of the inspection (Photos **Appendix B**). AES and its assigns make no

Asbestos Survey
Booked Buildings Demolition
1114 Sam Rankin Street, Corpus Christi, TX 78401

representations or assumptions as to past or future conditions of the premises or building material content. AES representatives executed the enclosed ACBM inspection in areas (as directed by those authorizing the work to be done) that may be impacted during future maintenance, renovation or demolition tasks. Unless directed otherwise, inspection methods used were non-destructive; that is, existing materials were not significantly disturbed or demolished in order to verify the presence of hidden ACBM. As in all ACBM testing events, bulk samples (small physical specimens) are required and were collected in the most discrete method possible in order to maintain the visual appearance of the premises. AES is not responsible for damage or repair to areas where bulk samples were required to satisfy the authorized work to be completed.

The building owner, tenant, personnel and their authorized contractors are solely responsible for reviewing and communicating with their personnel the content of the enclosed ACBM's tested (whether they tested positive for ACM or not). Furthermore, inaccessible materials (i.e. areas where no access was possible or permitted) were not documented or tested. Additional materials found that do not appear to match the description of the enclosed sample results must be tested prior to disturbance. Materials visually identified as non-asbestos were not sampled (i.e. fiberglass, foam rubber, wood, carpet, glass, etc).

As authorized, this report has been generated to comply with regulatory requirements and assist in the identification of ACBM at the project site. The enclosed is not intended to be utilized as a State required asbestos abatement work plan (Design Specification) or as a bidding document for asbestos abatement. AES licensed and certified personnel are available to assist with said documentation if it is required for this project.

Sample No.	Material	Location	Results
1196-01	9 x 9 Vinyl Floor Tile with associated Black Mastic - Tan	2nd Floor	Floor Tile Chrysotile 10% Black Tar Mastic Chrysotile 5%
1196-02	9 x 9 Vinyl Floor Tile with associated Black Mastic - Tan	2nd Floor	Positive Stop
1196-03	9 x 9 Vinyl Floor Tile with associated Black Mastic - Tan	2nd Floor	Positive Stop
1196-04	12 x 12 Ceiling Tile-Worm Hole	2 nd Floor	None Detected
1196-05	12 x 12 Ceiling Tile-Worm Hole	2 nd Floor	None Detected
1196-06	12 x 12 Ceiling Tile-Worm Hole	2 nd Floor	None Detected
1196-07	Plaster Wall Material	2 nd Floor	None Detected
1196-08	Plaster Wall Material	2 nd Floor	None Detected
1196-09	Plaster Wall Material	2 nd Floor	None Detected
1196-10	Window Glazing	2 nd Floor (Exterior)	None Detected
1196-11	Window Glazing	2 nd Floor (Exterior)	None Detected
1196-12	Window Glazing	2 nd Floor (Exterior)	None Detected

Asbestos Survey
Booked Buildings Demolition
1114 Sam Rankin Street, Corpus Christi, TX 78401

Sample No.	Material	Location	Results
1196-13	Transite Pipe	2nd Floor R/R Pipe Chase	Chrysotile 40%
1196-14	Transite Pipe	2nd Floor R/R Pipe Chase	Positive Stop
1196-15	Transite Pipe	2nd Floor R/R Pipe Chase	Positive Stop
1196-16	12 x 12 Floor Tile with associated Black Tar Mastic – Tan	2nd Floor South End	Floor Tile Chrysotile 5% Black Tar Mastic Chrysotile 5%
1196-17	12 x 12 Floor Tile with associated Black Tar Mastic – Tan	2nd Floor South End	Positive Stop
1196-18	12 x 12 Floor Tile with associated Black Tar Mastic - Tan	2nd Floor South End	Positive Stop
1196-19	12 x 12 Ceiling Tile - Smooth Surface	2 nd Floor South End	None Detected
1196-20	12 x 12 Ceiling Tile - Smooth Surface	2 nd Floor South End	None Detected
1196-21	12 x 12 Ceiling Tile - Smooth Surface	2 nd Floor South End	None Detected
1196-22	12 x 12 Ceiling Tile Glue	2 nd Floor Throughout	None Detected
1196-23	12 x 12 Ceiling Tile Glue	2 nd Floor Throughout	None Detected
1196-24	12 x 12 Ceiling Tile Glue	2 nd Floor Throughout	None Detected
1196-25	9 x 9 Floor Tile with associated Black Mastic-Cream with Brown Spots	1st Floor (Cafeteria)	Floor Tile Chrysotile 10% Black Tar Mastic Chrysotile 5%
1196-26	9 x 9 Floor Tile with associated Black Mastic-Cream with Brown Spots	1st Floor (Cafeteria)	Positive Stop
1196-27	9 x 9 Floor Tile with associated Black Mastic-Cream with Brown Spots	1st Floor (Cafeteria)	Positive Stop
1196-28	4 x 2 Ceiling Tile - Worm Hole	1 st Floor (Cafeteria)	None Detected
1196-29	4 x 2 Ceiling Tile - Worm Hole	1 st Floor (Cafeteria)	None Detected
1196-30	4 x 2 Ceiling Tile - Worm Hole	1 st Floor (Cafeteria)	None Detected
1196-31	Interior Wall Brick Mortar	1 st Floor (Cafeteria)	None Detected
1196-32	Interior Wall Brick Mortar	1 st Floor (Cafeteria)	None Detected
1196-33	Interior Wall Brick Mortar	1 st Floor (Cafeteria)	None Detected

Asbestos Survey
Booked Buildings Demolition
1114 Sam Rankin Street, Corpus Christi, TX 78401

Sample No.	Material	Location	Results
1196-34	Ceiling Texture	1 st Floor (Kitchen)	None Detected
1196-35	Ceiling Texture	1 st Floor (Kitchen)	None Detected
1196-36	Ceiling Texture	1 st Floor (Kitchen)	None Detected
1196-37	12 x 12 Floor Tile with Yellow Adhesive - Cream	1 st Floor (Kitchen)	None Detected
1196-38	12 x 12 Floor Tile with Yellow Adhesive - Cream	1 st Floor (Kitchen)	None Detected
1196-39	12 x 12 Floor Tile with Yellow Adhesive - Cream	1 st Floor (Kitchen)	None Detected
1196-40	Transite Kick Panel	1st Floor (Cafeteria)	Chrysotile 40%
1196-41	Transite Kick Panel	1st Floor (Cafeteria)	Positive Stop
1196-42	Transite Kick Panel	1st Floor (Cafeteria)	Positive Stop
1196-43 <i>Point Count:</i>	Sheetrock/Joint Compound	1 st Floor (Storage Area)	Chrysotile 2% PC: 0.25%
1196-44 <i>Point Count:</i>	Sheetrock/Joint Compound	1 st Floor (Storage Area)	Chrysotile 2% PC: 0.50%
1196-45 <i>Point Count:</i>	Sheetrock/Joint Compound	1 st Floor (Storage Area)	Chrysotile 2% PC: 0.25%
1196-46	12 x 12 Floor Tile with Mastic – Yellow	1st Floor (South End)	Chrysotile 5%
1196-47	12 x 12 Floor Tile with Mastic – Yellow	1st Floor (Central)	Positive Stop
1196-48	12 x 12 Floor Tile with Mastic – Yellow	1st Floor (North End)	Positive Stop
1196-49	9 x 9 Floor Tile with associated Black Mastic - Tan	1st Floor (North End)	Floor Tile Chrysotile 10% Black Tar Mastic Chrysotile 5%
1196-50	9 x 9 Floor Tile with associated Black Mastic - Tan	1st Floor (North End)	Positive Stop
1196-51	9 x 9 Floor Tile with associated Black Mastic - Tan	1st Floor (North End)	Positive Stop
1196-52	12 x 12 Floor Tile with associated Black Mastic - Red	1st Floor (North End)	Black Tar Mastic Chrysotile 5%
1196-53	12 x 12 Floor Tile with associated Black Mastic - Red	1st Floor (North End)	Positive Stop
1196-54	12 x 12 Floor Tile with associated Black Mastic - Red	1st Floor (North End)	Positive Stop
1196-55	12 x 12 Floor Tile with associated Black Mastic – Green	1st Floor (North End)	Black Tar Mastic Chrysotile 5%

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Sample No.	Material	Location	Results
1196-56	12 x 12 Floor Tile with associated Black Mastic – Green	1 st Floor (North End)	Positive Stop
1196-57	12 x 12 Floor Tile with associated Black Mastic - Green	1 st Floor (North End)	Positive Stop
1196-58	1 x 1 Ceiling Tile - Smooth	1 st Floor (North End)	None Detected
1196-59	1 x 1 Ceiling Tile - Smooth	1 st Floor (North End)	None Detected
1196-60	1 x 1 Ceiling Tile - Smooth	1 st Floor (North End)	None Detected
1196-61	Exterior Transite Panels	Exterior	Chrysotile 40%
1196-62	Exterior Transite Panels	Exterior	Positive Stop
1196-63	Exterior Transite Panels	Exterior	Positive Stop
1196-64	Interior Wall Mastic	Behind Wood Paneling Throughout	None Detected
1196-65	Interior Wall Mastic	Behind Wood Paneling Throughout	None Detected
1196-66	Interior Wall Mastic	Behind Wood Paneling Throughout	None Detected
1196-67	Roofing Material	Rooftop	None Detected
1196-68	Roofing Material	Rooftop	None Detected
1196-69	Roofing Material	Rooftop	None Detected

CONCLUSIONS AND RECOMMENDATIONS:

Based on the analytical results found in **Appendix A**, the following conclusions and recommendations are offered:

1. All the following building materials have been laboratory analyzed to be asbestos containing and must be removed if the materials are to be disturbed during renovation/demolition:
 - All 9 x 9 Tan floor tile with associated black mastic on 2nd floor and where found throughout.
 - All Transite Pipe on 2nd floor restroom pipe chase and where found throughout.
 - All 12 x 12 Tan floor tile with associated black mastic on 2nd floor south end and where found throughout.

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- All 9 x 9 Cream with Brown Spots floor tile with associated mastic on 1st floor cafeteria and where found throughout.
 - All Transite Kick Panel on 1st floor cafeteria and where found throughout.
 - All 12 x 12 Yellow floor tile with associated black mastic on 1st floor and where found throughout.
 - All 9 x 9 Tan floor tile with associated black mastic on 1st floor north end and where found throughout.
 - All 12 x 12 Red floor tile with associated black mastic on 1st floor north end and where found throughout.
 - All 12 x 12 Green floor tile with associated black mastic on 1st floor north end and where found throughout.
 - All Exterior Transite Panels where found throughout.
 - Roof access was not available on the date of inspection. The roof parapet mastic present at the exterior wall flashing is assumed to be asbestos containing unless otherwise sampled prior to demolition or otherwise disturbing this material.
2. The asbestos containing material listed above must be removed by a Texas licensed Asbestos Abatement Contractor under the supervision of a Texas Consultant prior to demolition (e.g. Astex Environmental Services).
 3. The Texas Asbestos Health Protection Rules (TAHPR) require all abatement or removal projects not under an Operation and Maintenance Program be designed (specifications and drawings) by a Texas licensed Asbestos Consultant (TAHPR 295.34 (g), Management in Facilities and Public Buildings). Additionally, a TDSHS Licensed Project Manager/Air Monitor (daily on-site air monitoring) must monitor all projects (TAHPR 295.58, General Requirements for Public Building). Astex Environmental Services is licensed to provide all the above referenced tasks.

If you or any permitting agencies have questions regarding this report I can be reached at (210) 828-9800.

Sincerely



9-8-2020

Arturo De La Torre
 TDSHS Asbestos Inspector License #60-3795

Date



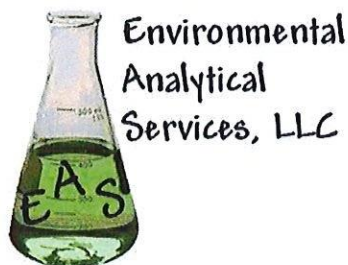
9/8/2020

Stephen Jimenez
 TDSHS Asbestos Individual Consultant #10-5764
 Astex Environmental Services
 TDSHS Asbestos Consulting Agency #10-0436

Date

APPENDIX A
LABORATORY ANALYTICAL RESULTS





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Test: EPA 600/R-93/116 Polarized Light Microscopy

Client Information:

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1114 Sam Ranking St, Corpus
Christi, TX
CB-20-196
EAS Job: 20090401
Attn: Jeff Zunker

Date Analyzed: 09/08/2020 10:35 AM

Date Received: 09/04/2020 11:00 AM

TAT Requested: 1 Day

Microscope: PLM Olympus BH-2

Sample # Lab ID #	Layer	Sample Description	Asbestos Detected (Yes/No)	Asbestos Mineral Percent	Non-Asbestos Fibers	Non-Fibrous Material
1196-01 20090401.01	A	Tan Floor Tile Homogeneous	YES	Chrysotile 10%		Other Non-Fibrous 90%
1196-01 20090401.01	B	Black Tar Mastic Homogeneous	YES	Chrysotile 5%		Bitumen 95%
1196-02 20090401.02		Not Analyzed Postive Stop				
1196-03 20090401.03		Not Analyzed Postive Stop				
1196-04 20090401.04	A	Brown/White Fibrous Ceiling Tile Non-Homogeneous	NO	None Detected	Cellulose 90%	Binders / Paint 10%
1196-05 20090401.05	A	Brown/White Fibrous Ceiling Tile Non-Homogeneous	NO	None Detected	Cellulose 90%	Binders / Paint 10%

NVLAP Lab Code: 200784-0

TDSHS License No. 300373

LDEQ LELAP Certificate No: 04161, Agency Interest No. 149571

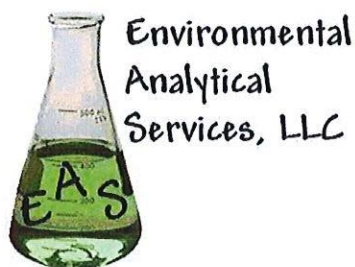
Notes:

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Terry Brindley

Approved Signatory: *Terry Brindley*
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Microscope: PLM Olympus BH-2

Sample # Lab ID #	Layer	Sample Description	Asbestos Detected (Yes/No)	Asbestos Mineral Percent	Non-Asbestos Fibers	Non-Fibrous Material
1196-06 20090401.06	A	Brown/White Fibrous Ceiling Tile Non-Homogeneous	NO	None Detected	Cellulose 90%	Binders / Paint 10%
1196-07 20090401.07	A	Gray Granular Plaster Homogeneous	NO	None Detected		Other Non-Fibrous 100%
1196-08 20090401.08	A	Gray Granular Plaster Homogeneous	NO	None Detected		Other Non-Fibrous 100%
1196-09 20090401.09	A	Gray Granular Plaster Homogeneous	NO	None Detected		Other Non-Fibrous 100%
1196-10 20090401.10	A	White Glazing Non-Homogeneous	NO	None Detected	Cellulose 2%	Binders / Paint 98%

NVLAP Lab Code: 200784-0

TDSHS License No. 300373

LDEQ LELAP Certificate No: 04161, Agency Interest No. 149571

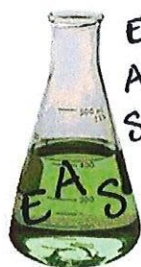
Notes:

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Microscope: PLM Olympus BH-2

Sample # Lab ID #	Layer	Sample Description	Asbestos Detected (Yes/No)	Asbestos Mineral Percent	Non-Asbestos Fibers	Non-Fibrous Material
1196-11 20090401.11	A	White Glazing Non-Homogeneous	NO	None Detected	Cellulose 2%	Binders / Paint 98%
1196-12 20090401.12	A	White Glazing Non-Homogeneous	NO	None Detected	Cellulose 2%	Binders / Paint 98%
1196-13 20090401.13	A	Gray Fibrous Transite Homogeneous	YES	Chrysotile 40%		Binders 60%
1196-14 20090401.14		Not Analyzed Postive Stop				
1196-15 20090401.15		Not Analyzed Postive Stop				
1196-16 20090401.16	A	Tan Floor Tile Homogeneous	YES	Chrysotile 5%		Other Non-Fibrous 95%

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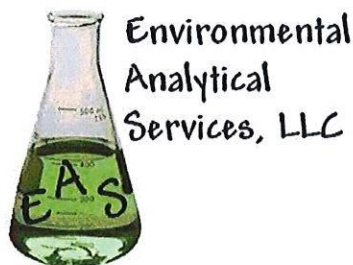
Notes:

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Date Analyzed: 09/08/2020 10:43 AM

Date Received: 09/04/2020 11:00 AM

TAT Requested: 1 Day

Microscope: PLM Olympus BH-2

Sample # Lab ID #	Layer	Sample Description	Asbestos Detected (Yes/No)	Asbestos Mineral Percent	Non-Asbestos Fibers	Non-Fibrous Material
1196-16 20090401.16	B	Black Tar Mastic Homogeneous	YES	Chrysotile 5%		Bitumen 95%
1196-17 20090401.17		Not Analyzed Postive Stop				
1196-18 20090401.18		Not Analyzed Postive Stop				
1196-19 20090401.19	A	Brown/White Fibrous Ceiling Tile Non-Homogeneous	NO	None Detected	Cellulose 90%	Binders / Paint 10%
1196-20 20090401.20	A	Brown/White Fibrous Ceiling Tile Non-Homogeneous	NO	None Detected	Cellulose 90%	Binders / Paint 10%

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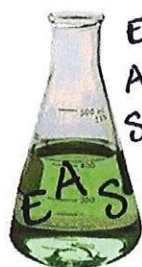
Notes:

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Microscope: PLM Olympus BH-2

Sample # Lab ID #	Layer	Sample Description	Asbestos Detected (Yes/No)	Asbestos Mineral Percent	Non-Asbestos Fibers	Non-Fibrous Material
1196-21 20090401.21	A	Brown/White Fibrous Ceiling Tile Non-Homogeneous	NO	None Detected	Cellulose 90%	Binders / Paint 10%
1196-22 20090401.22	A	Brown Glue Homogeneous	NO	None Detected	Cellulose 2%	Adhesive 98%
1196-23 20090401.23	A	Brown Glue Homogeneous	NO	None Detected	Cellulose 2%	Adhesive 98%
1196-24 20090401.24	A	Brown Glue Homogeneous	NO	None Detected	Cellulose 2%	Adhesive 98%
1196-25 20090401.25	A	Tan Floor Tile Homogeneous	YES	Chrysotile 10%		Other Non-Fibrous 90%
1196-25 20090401.25	B	Black Tar Mastic Homogeneous	YES	Chrysotile 5%		Bitumen 95%

NVLAP Lab Code: 200784-0

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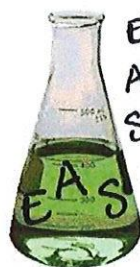
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Microscope: PLM Olympus BH-2

Sample # Lab ID #	Layer	Sample Description	Asbestos Detected (Yes/No)	Asbestos Mineral Percent	Non-Asbestos Fibers	Non-Fibrous Material
1196-26 20090401.26		Not Analyzed Postive Stop				
1196-27 20090401.27		Not Analyzed Postive Stop				
1196-28 20090401.28	A	Pink/White Fibrous Ceiling Tile Non-Homogeneous	NO	None Detected	Cellulose 40% Fiberglass 40%	Binders / Paint 20%
1196-29 20090401.29	A	Pink/White Fibrous Ceiling Tile Non-Homogeneous	NO	None Detected	Cellulose 40% Fiberglass 40%	Binders / Paint 20%
1196-30 20090401.30	A	Pink/White Fibrous Ceiling Tile Non-Homogeneous	NO	None Detected	Cellulose 40% Fiberglass 40%	Binders / Paint 20%
1196-31 20090401.31	A	Gray Mortar Homogeneous	NO	None Detected		Other Non-Fibrous 100%

NVLAP Lab Code: 200784-0

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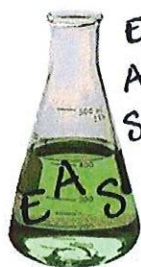
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Attn: Jeff Zunker

Date Analyzed: 09/08/2020 10:43 AM

Date Received: 09/04/2020 11:00 AM

TAT Requested: 1 Day

Microscope: PLM Olympus BH-2

Sample # Lab ID #	Layer	Sample Description	Asbestos Detected (Yes/No)	Asbestos Mineral Percent	Non-Asbestos Fibers	Non-Fibrous Material
1196-37 20090401.37	B	Yellow Mastic Homogeneous	NO	None Detected	Cellulose 2%	Adhesive 98%
1196-38 20090401.38	A	Cream Floor Tile Homogeneous	NO	None Detected		Other Non-Fibrous 100%
1196-38 20090401.38	B	Yellow Mastic Homogeneous	NO	None Detected	Cellulose 2%	Adhesive 98%
1196-39 20090401.39	A	Cream Floor Tile Homogeneous	NO	None Detected		Other Non-Fibrous 100%
1196-39 20090401.39	B	Yellow Mastic Homogeneous	NO	None Detected	Cellulose 2%	Adhesive 98%
1196-40 20090401.40	A	Gray Fibrous Transite Homogeneous	YES	Chrysotile 40%		Binders 60%

NVLAP Lab Code: 200784-0

TDSHS License No. 300373

LDEQ LELAP Certificate No: 04161, Agency Interest No. 149571

Notes:

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TAT Requested: 1 Day

Microscope: PLM Olympus BH-2

Sample # Lab ID #	Layer	Sample Description	Asbestos Detected (Yes/No)	Asbestos Mineral Percent	Non-Asbestos Fibers	Non-Fibrous Material
1196-41 20090401.41		Not Analyzed Postive Stop				
1196-42 20090401.42		Not Analyzed Postive Stop				
1196-43 20090401.43	A	White Joint Compound Homogeneous	YES	Chrysotile 2%		Binders 98%
1196-43 20090401.43	B	Brown/White Fibrous Drywall Non-Homogeneous	NO	None Detected	Cellulose 20%	Binders 80%
1196-44 20090401.44	A	White Joint Compound Homogeneous	YES	Chrysotile 2%		Binders 98%
1196-44 20090401.44	B	Brown/White Fibrous Drywall Non-Homogeneous	NO	None Detected	Cellulose 20%	Binders 80%

NVLAP Lab Code: 200784-0

TDSHS License No. 300373

LDEQ LELAP Certificate No: 04161, Agency Interest No. 149571

Notes:

Some samples (floor tiles, surfacing, etc.) may contain fibers too small to be detectable by PLM. TEM Chatfield analysis of bulk material is recommended in this case. All asbestos percentages are based on calibrated visual estimates traceable to NIST standards for regulated asbestos types. Analysts' percentages fall within a range of acceptable percentages, depending on the actual concentration of asbestos. This test report relates only to the items tested. This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. This report may not be reproduced except in full without permission from Environmental Analytical Services.

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Analyzed By: *Terry Brindley*
Terry Brindley

Approved Signatory: *Terry Brindley*
Terry Brindley



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phone 713-343-4017 | fax 713-934-9942
www.easlabs.com | facebook.com/easlabs | info@easlabs.com

Test: EPA 600/R-93/116 Polarized Light Microscopy

Client Information:

Asbestos Mold Inspections Coastal Bend
2732 S Padre Island Dr
Corpus Christi, TX 78415
Phone: 210-828-9800
E-Mail: jeffzunker@astexinc.com

Project:

Booked Buildings Demo
1114 Sam Ranking St, Corpus
Christi, TX
CB-20-196
EAS Job: 20090401
Attn: Jeff Zunker

Date Analyzed: 09/08/2020 10:02 AM

Date Received: 09/04/2020 11:00 AM

TAT Requested: 1 Day

Microscope: PLM Olympus BH-2

Sample # Lab ID #	Layer	Sample Description	Asbestos Detected (Yes/No)	Asbestos Mineral Percent	Non-Asbestos Fibers	Non-Fibrous Material
1196-45 20090401.45	A	White Joint Compound Homogeneous	YES	Chrysotile 2%		Binders 98%
1196-45 20090401.45	B	Brown/White Fibrous Drywall Non-Homogeneous	NO	None Detected	Cellulose 20%	Binders 80%
1196-46 20090401.46	A	Yellow Floor Tile Homogeneous	NO	None Detected		Other Non-Fibrous 100%
1196-46 20090401.46	B	Black Tar Mastic Homogeneous	YES	Chrysotile 5%		Bitumen 95%
1196-47 20090401.47		Not Analyzed Postive Stop				
1196-48 20090401.48		Not Analyzed Postive Stop				

NVLAP Lab Code: 200784-0

TDSHS License No. 300373

LDEQ LELAP Certificate No: 04161, Agency Interest No. 149571

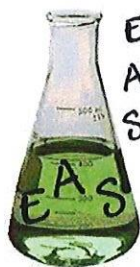
Notes:

Some samples (floor tiles, surfacing, etc.) may contain fibers too small to be detectable by PLM. TEM Chatfield analysis of bulk material is recommended in this case. All asbestos percentages are based on calibrated visual estimates traceable to NIST standards for regulated asbestos types. Analysts' percentages fall within a range of acceptable percentages, depending on the actual concentration of asbestos. This test report relates only to the items tested. This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. This report may not be reproduced except in full without permission from Environmental Analytical Services.

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Test: EPA 600/R-93/116 Polarized Light Microscopy

Client Information:

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Phone: 210-828-9800
E-Mail: jeffzunker@astexinc.com

Project:

Booked Buildings Demo
1114 Sam Ranking St, Corpus
Christi, TX
CB-20-196
EAS Job: 20090401
Attn: Jeff Zunker

Date Analyzed: 09/08/2020 10:35 AM

Date Received: 09/04/2020 11:00 AM

TAT Requested: 1 Day

Microscope: PLM Olympus BH-2

Sample # Lab ID #	Layer	Sample Description	Asbestos Detected (Yes/No)	Asbestos Mineral Percent	Non-Asbestos Fibers	Non-Fibrous Material
1196-49 20090401.49	A	Tan Floor Tile Homogeneous	YES	Chrysotile 10%		Other Non-Fibrous 90%
1196-49 20090401.49	B	Black Tar Mastic Homogeneous	YES	Chrysotile 5%		Bitumen 95%
1196-50 20090401.50		Not Analyzed Postive Stop				
1196-51 20090401.51		Not Analyzed Postive Stop				
1196-52 20090401.52	A	Red Floor Tile Homogeneous	NO	None Detected	Cellulose 10%	Other Non-Fibrous 90%
1196-52 20090401.52	B	Black Tar Mastic Homogeneous	YES	Chrysotile 5%		Bitumen 95%

NVLAP Lab Code: 200784-0

TDSHS License No. 300373

LDEQ LELAP Certificate No: 04161, Agency Interest No. 149571

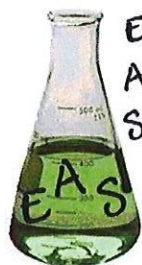
Notes:

Some samples (floor tiles, surfacing, etc.) may contain fibers too small to be detectable by PLM. TEM Chatfield analysis of bulk material is recommended in this case. All asbestos percentages are based on calibrated visual estimates traceable to NIST standards for regulated asbestos types. Analysts' percentages fall within a range of acceptable percentages, depending on the actual concentration of asbestos. This test report relates only to the items tested. This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. This report may not be reproduced except in full without permission from Environmental Analytical Services.

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Test: EPA 600/R-93/116 Polarized Light Microscopy

Client Information:

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Phone: 210-828-9800
E-Mail: jeffzunker@astexinc.com

Project:

Booked Buildings Demo
1114 Sam Ranking St, Corpus
Christi, TX
CB-20-196
EAS Job: 20090401
Attn: Jeff Zunker

Date Analyzed: 09/08/2020 10:55 AM

Date Received: 09/04/2020 11:00 AM

TAT Requested: 1 Day

Microscope: PLM Olympus BH-2

Sample # Lab ID #	Layer	Sample Description	Asbestos Detected (Yes/No)	Asbestos Mineral Percent	Non-Asbestos Fibers	Non-Fibrous Material
1196-53 20090401.53		Not Analyzed Postive Stop				
1196-54 20090401.54		Not Analyzed Postive Stop				
1196-55 20090401.55	A	Green Floor Tile Homogeneous	NO	None Detected	Cellulose 5%	Other Non-Fibrous 95%
1196-55 20090401.55	B	Black Tar Mastic Homogeneous	YES	Chrysotile 5%		Bitumen 95%
1196-56 20090401.56		Not Analyzed Postive Stop				
1196-57 20090401.57		Not Analyzed Postive Stop				

NVLAP Lab Code: 200784-0

TDSHS License No. 300373

LDEQ LELAP Certificate No: 04161, Agency Interest No. 149571

Notes:

Some samples (floor tiles, surfacing, etc.) may contain fibers too small to be detectable by PLM. TEM Chatfield analysis of bulk material is recommended in this case. All asbestos percentages are based on calibrated visual estimates traceable to NIST standards for regulated asbestos types. Analysts' percentages fall within a range of acceptable percentages, depending on the actual concentration of asbestos. This test report relates only to the items tested. This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. This report may not be reproduced except in full without permission from Environmental Analytical Services.

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**Test: EPA 600/R-93/116
Polarized Light Microscopy**

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CB-20-196
EAS Job: 20090401
Attn: Jeff Zunker

Date Analyzed: 09/08/2020 11:02 AM

Date Received: 09/04/2020 11:00 AM

TAT Requested: 1 Day

Microscope: PLM Olympus BH-2

Sample # Lab ID #	Layer	Sample Description	Asbestos Detected (Yes/No)	Asbestos Mineral Percent	Non-Asbestos Fibers	Non-Fibrous Material
1196-58 20090401.58	A	Brown/White Fibrous Ceiling Tile Non-Homogeneous	NO	None Detected	Cellulose 90%	Binders / Paint 10%
1196-59 20090401.59	A	Brown/White Fibrous Ceiling Tile Non-Homogeneous	NO	None Detected	Cellulose 90%	Binders / Paint 10%
1196-60 20090401.60	A	Brown/White Fibrous Ceiling Tile Non-Homogeneous	NO	None Detected	Cellulose 90%	Binders / Paint 10%
1196-61 20090401.61	A	Gray Fibrous Transite Homogeneous	YES	Chrysotile 40%		Binders 60%
1196-62 20090401.62		Not Analyzed Postive Stop				

NVLAP Lab Code: 200784-0

TDSHS License No. 300373

LDEQ LELAP Certificate No: 04161, Agency Interest No. 149571

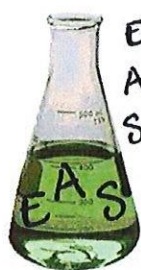
Notes:

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Test: EPA 600/R-93/116 Polarized Light Microscopy

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E-Mail: jeffzunker@astexinc.com

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CB-20-196
EAS Job: 20090401
Attn: Jeff Zunker

Date Analyzed: 09/08/2020 10:02 AM

Date Received: 09/04/2020 11:00 AM

TAT Requested: 1 Day

Microscope: PLM Olympus BH-2

Sample # Lab ID #	Layer	Sample Description	Asbestos Detected (Yes/No)	Asbestos Mineral Percent	Non-Asbestos Fibers	Non-Fibrous Material
1196-63 20090401.63		Not Analyzed Postive Stop				
1196-64 20090401.64	A	Brown Mastic Homogeneous	NO	None Detected	Cellulose 2%	Adhesive 98%
1196-65 20090401.65	A	Brown Mastic Homogeneous	NO	None Detected	Cellulose 2%	Adhesive 98%
1196-66 20090401.66	A	Brown Mastic Homogeneous	NO	None Detected	Cellulose 2%	Adhesive 98%
1196-67 20090401.67	A	Black Tar Roofing Material Homogeneous	NO	None Detected	Cellulose 2%	Bitumen 98%
1196-68 20090401.68	A	Black Tar Roofing Material Homogeneous	NO	None Detected	Cellulose 2%	Bitumen 98%

NVLAP Lab Code: 200784-0

TDSHS License No. 300373

LDEQ LELAP Certificate No: 04161, Agency Interest No. 149571

Notes:

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**Test: EPA 600/R-93/116
Polarized Light Microscopy**

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E-Mail: jeffzunker@astexinc.com

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Booked Buildings Demo
1114 Sam Ranking St, Corpus
Christi, TX
CB-20-196
EAS Job: 20090401
Attn: Jeff Zunker

Date Analyzed: 09/08/2020 11:02 AM

Date Received: 09/04/2020 11:00 AM

TAT Requested: 1 Day

Microscope: PLM Olympus BH-2

Sample # Lab ID #	Layer	Sample Description	Asbestos Detected (Yes/No)	Asbestos Mineral Percent	Non-Asbestos Fibers	Non-Fibrous Material
1196-69 20090401.69	A	Black Tar Roofing Material Homogeneous	NO	None Detected	Cellulose 2%	Bitumen 98%

NVLAP Lab Code: 200784-0

TDSHS License No. 300373

LDEQ LELAP Certificate No: 04161, Agency Interest No. 149571

Notes:

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Terry Brindley

Approved Signatory: *Terry Brindley*
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20090401



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Lone Star Overnight Account #123757

* Job ID:20090401



Asbestos Mold Inspections Coastal Bend

CHAIN OF CUSTODY

Astex Environmental Services
139 Braniff Drive
San Antonio, Texas 78216

Project Name
Booked Buildings Demo

Project #	<i>CB-20-1196</i>	Analysis:	<i>PLM 6.9</i>
Address:	<i>1114 Sam Rankin Street</i>	Note:	<i>25852598</i>
City, State:	<i>Corpus Christi Tx</i>	Date:	<i>9.3.20</i>

TURNAROUND TIME: ☐ 2 Hour ☐ 8 Hour ☒ <24 HOURS (Rush) ☒ *Positive Stop - Nonfriable* *
☐ 2 Day ☐ 5 DAY (ROUTINE) ☐ OTHER: (Specify)

(NOTE: All Turnaround Times are based on the Date / Time the Sample is received by the Laboratory)

	Sample Number	Location	Description
1.	<i>1196-01</i>	<i>2ND FLOOR</i>	<i>9x9 w/mastic - TAN</i>
2.	<i>1196-02</i>		↓
3.	<i>1196-03</i>		
4.	<i>1196-04</i>		<i>12x12 CEILING TILE - WORN HIDE</i>
5.	<i>1196-05</i>		↓
6.	<i>1196-06</i>		
7.	<i>1196-07</i>		<i>PLASTER WALL MATERIAL</i>
8.	<i>1196-08</i>		↓
9.	<i>1196-09</i>		
10.	<i>1196-10</i>	<i>(EXTERIOR)</i>	<i>WINDOW GLAZING</i>
11.	<i>1196-11</i>	↓	↓
12.	<i>1196-12</i>		
13.	<i>1196-13</i>	<i>(AIR APE CHASE)</i>	<i>TRANSITE PIPE</i>
14.	<i>1196-14</i>	↓	↓
15.	<i>1196-15</i>		
16.	<i>1196-16</i>	<i>(SOUTH END)</i>	<i>12x12 FLOOR TILE w/MASTIC</i>
17.	<i>1196-17</i>	↓	<i>TAN</i>
18.	<i>1196-18</i>		
19.	<i>1196-19</i>	<i>(SOUTH END)</i>	<i>12x12 CEILING TILE</i>
20.	<i>1196-20</i>	↓	<i>SMOOTH SURFACE</i>
21.	<i>1196-21</i>	↓	↓
22.	<i>1196-22</i>	<i>(THROUGHOUT)</i>	<i>12x12 CEILING TILE G/L</i>
23.	<i>1196-23</i>	↓	↓
24.	<i>1196-24</i>		
25.	<i>1196-25</i>	<i>1ST FLOOR (CAFETERIA)</i>	<i>9x9 FLOOR TILE w/MASTIC</i>
26.	<i>-26</i>	↓	<i>CREAM w/BROWN SPOTS</i>

Relinquished By:

(Signature) Date and Time:

Accepted By:

(Signature) Date and Time:

20090401



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E-mail easlabs@aol.com
Lone Star Overnight Account #123757

CHAIN OF CUSTODY

Astex Environmental Services 139 Braniff Drive San Antonio, Texas 78216		Project Name <i>Booked Buildings Demo</i>		EAS Job #	
Project #	<i>CB-20-1196</i>	Analysis:		<i>PLM</i>	
Address:	<i>1114 San Ranking St.</i>	Note:		<i>25852598</i>	
City, State:	<i>Corpus Christi Tx.</i>	Date:		<i>9.3.20</i>	

TURNAROUND TIME: ☐ 2 Hour ☐ 8 Hour ☒ <24 HOURS (Rush)
☐ 2 Day ☐ 5 DAY (ROUTINE) ☐ OTHER: *Positive Stop-Non-Friable **
(Specify)

(NOTE: All Turnaround Times are based on the Date / Time the Sample is received by the Laboratory)

	Sample Number	Location	Description
1.	<i>1196-27</i>	<i>1ST FLOOR (CAFETERIA)</i>	<i>9x9 FLOOR TILE w/MASTIC CREAM</i>
2.	<i>1196-28</i>	<i>1ST FLOOR (CAFETERIA)</i>	<i>4x8 CEILING TILE - WORM HOLE</i>
3.	<i>1196-29</i>		
4.	<i>1196-30</i>		
5.	<i>1196-31</i>	<i>(CAFETERIA)</i>	<i>INTERIOR WALL BRICK MORTAR</i>
6.	<i>1196-32</i>		
7.	<i>1196-33</i>		
8.	<i>1196-34</i>	<i>(KITCHEN)</i>	<i>CEILING TEXTURE</i>
9.	<i>1196-35</i>		
10.	<i>1196-36</i>		
11.	<i>1196-37</i>	<i>(KITCHEN)</i>	<i>12x12 FLOOR TILE - CREAM</i>
12.	<i>1196-38</i>		<i>w/ YELLOW ADHESIVE</i>
13.	<i>1196-39</i>		
14.	<i>1196-40</i>	<i>(CAFETERIA)</i>	<i>TRANSITE KICK PANEL</i>
15.	<i>1196-41</i>		
16.	<i>1196-42</i>		
17.	<i>1196-43</i>	<i>(STORAGE AREA)</i>	<i>SHEET ROCK JOINT COMPOUND</i>
18.	<i>1196-44</i>		
19.	<i>1196-45</i>		
20.	<i>1196-46</i>	<i>(SOUTH END)</i>	<i>12x12 FLOOR TILE - YELLOW</i>
21.	<i>1196-47</i>	<i>(CENTRAL)</i>	<i>w/MASTIC</i>
22.	<i>1196-48</i>	<i>(NORTH END)</i>	
23.	<i>1196-49</i>	<i>(NORTH END)</i>	<i>9x9 FLOOR TILE w/MASTIC</i>
24.	<i>1196-50</i>		<i>TAN</i>
25.	<i>1196-51</i>		
26.	<i>1196-52</i>	<i>(NORTH END)</i>	<i>12x12 FLOOR TILE w/MASTIC (RED)</i>

Relinquished By:

(Signature) Date and Time:

Accepted By:

(Signature) Date and Time:

20090401



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Lone Star Overnight Account #123757

CHAIN OF CUSTODY

Astex Environmental Services 139 Braniff Drive San Antonio, Texas 78216		Project Name <i>Booked Building Demo</i>		EAS Job #	
Project #	<i>CB-20-1196</i>	Analysis:		<i>PLM</i>	
Address:	<i>1114 San Antonio St.</i>	Note:		<i>25852598</i>	
City, State:	<i>Corpus Christi TX 78401</i>	Date:		<i>9.2.20</i>	

TURNAROUND TIME: ☐ 2 Hour ☐ 8 Hour ☒ <24 HOURS (Rush) ** Positive Snap - Nonfriable **
☐ 2 Day ☐ 5 DAY (ROUTINE) ☐ OTHER: (Specify) . .

(NOTE: All Turnaround Times are based on the Date / Time the Sample is received by the Laboratory)

	Sample Number	Location	Description
1.	<i>1196-53</i>	<i>1ST FLOOR (NORTH END)</i>	<i>12x12 Floor TILE w/MASTIC - RED</i>
2.	<i>1196-54</i>		<i>↓</i>
3.	<i>1196-55</i>		<i>12x12 Floor TILE w/MASTIC</i>
4.	<i>1196-56</i>		<i>↓ GREEN</i>
5.	<i>1196-57</i>		<i>↓</i>
6.	<i>1196-58</i>		<i>1x1 CEILING TILE - SMOOTH</i>
7.	<i>1196-59</i>		<i>↓</i>
8.	<i>1196-60</i>		<i>↓</i>
9.	<i>1196-61</i>	<i>EXTERIOR</i>	<i>EXTERIOR TRANSITE PANELS</i>
10.	<i>1196-62</i>	<i>↓</i>	<i>↓</i>
11.	<i>1196-63</i>		
12.	<i>1196-64</i>	<i>Behind wood paneling</i>	<i>Interior Wall MASTIC</i>
13.	<i>1196-65</i>	<i>throughout</i>	<i>↓</i>
14.	<i>1196-66</i>	<i>↓</i>	
15.	<i>1196-67</i>	<i>Roof top</i>	<i>Roofing MATERIAL</i>
16.	<i>1196-68</i>	<i>↓</i>	<i>↓</i>
17.	<i>1196-69</i>	<i>↓</i>	
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			

Relinquished By:

(Signature) Date and Time:

Accepted By:

(Signature) Date and Time:



**Environmental
Analytical
Services, LLC**

**13201 Northwest Freeway Suite 520
Houston, Texas 77040**
phone 713-343-4017 • fax 713-934-9942
www.easlabs.com • facebook.com/easlabs • info@easlabs.com

**Point Count Method by Polarized Light Microscopy Analysis
(EPA 600/R-93/116)**

**Asbestos Mold Inspections Coastal Bend
2732 S Padre Island Dr
Corpus Christi, TX 78415
361-384-7776
info@amicoastalbend.com**

**Project:
Booked Bldgs Demo
1114 Sam Ranking St
Corpus Christi, TX
CB-20-1196
EAS Job #: 20090401
Attn: Mr. Jeff Zunker**

Date Analyzed: September 8, 2020

Date Received: September 8, 2020

**Microscope: Olympus-CH-40
Analysis Time Requested: 2 hour**

Sample#	Layer	Sample Description	Homo- Geneous (Y/N)	Asbestos Detected? Yes/No	Asbestos Mineral Percent	Non-Asbestos Fibers	Non-Fibrous Material
1196-43 20090401.43	A	White Joint Compound	YES	YES	Chrysotile 0.25%		
1196-44 20090401.44	A	White Joint Compound	YES	YES	Chrysotile 0.50%		
1196-45 20090401.45	A	White Joint Compound	YES	YES	Chrysotile 0.25%		

NVLAP Lab Code: 200784-0

TDSHS # 300373

Page 1 of 1

Notes:

Some samples (floor tiles, surfacing, etc.) may contain fibers too small to be detectable by PLM. TEM Chatfield analysis of bulk material is recommended in this case. All asbestos percentages are based on calibrated visual estimates traceable to NIST standards for regulated asbestos types. Analysts' percentages fall within a range of acceptable percentages, depending on the actual concentration of asbestos. This test reports relates only to the items tested. Neither NVLAP nor EPA accreditation implies endorsement by any US Government agency. This report may not be reproduced except in full without written permission from Environmental Analytical Services.

These results are submitted pursuant to EAS current terms and condition of sale, including the company's standard warranty and limitation of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, EAS will store the samples for a period of ninety (90) days before discarding. Percent ranges reported are estimates and not absolute percent range values.

Analyzed by:

Terry Brindley

Terry Brindley

Approved Signatory:

Arthur Hernandez

Arthur Hernandez

**13201 Northwest Freeway Suite 520
Houston, Texas 77040
(713) 343-4017 • Fax (713) 934-9942
E-mail easlabs@aol.com
Lone Star Overnight Account #123757**

* Job ID:20090401

Page ____ of ____

APPENDIX B
PHOTOGRAPHS





Photo 01



Photo 02

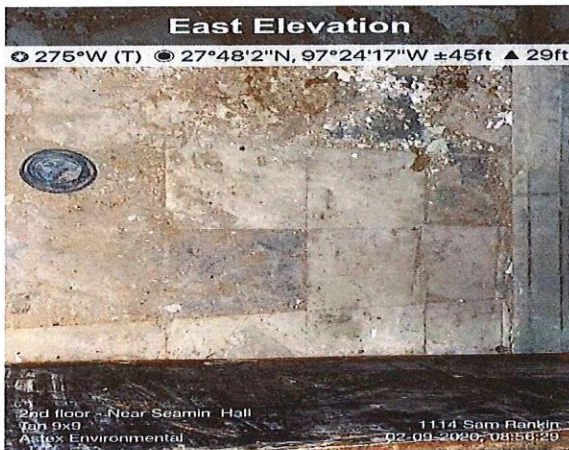


Photo 03

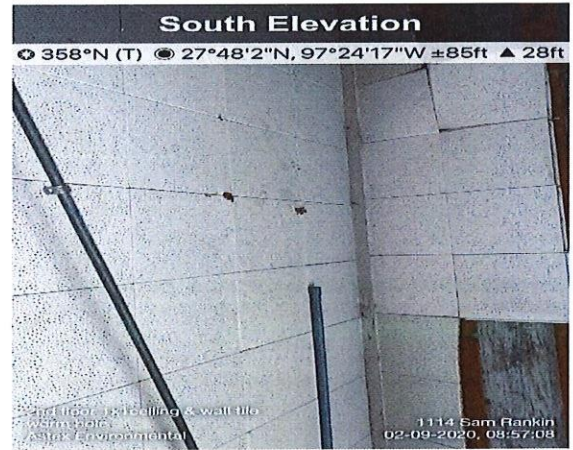


Photo 04

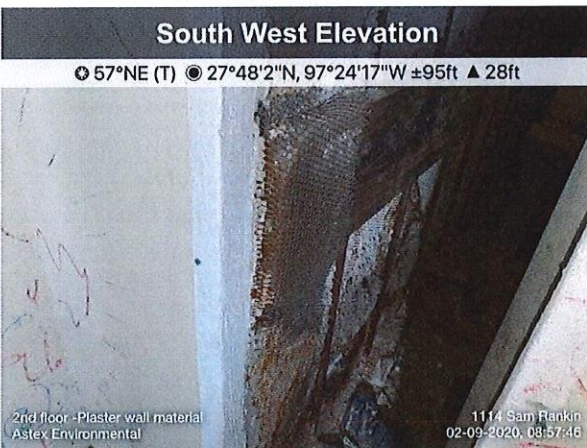


Photo 05

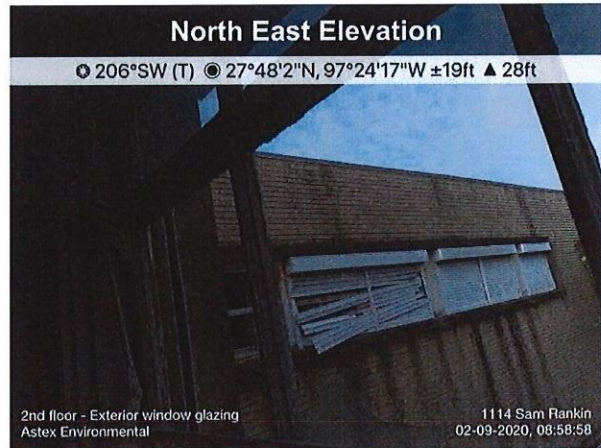


Photo 06

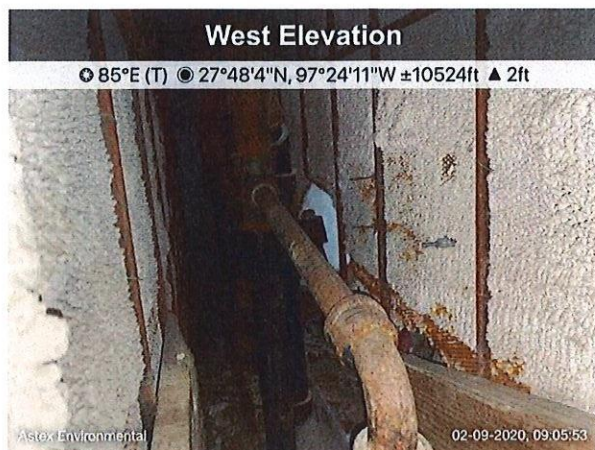


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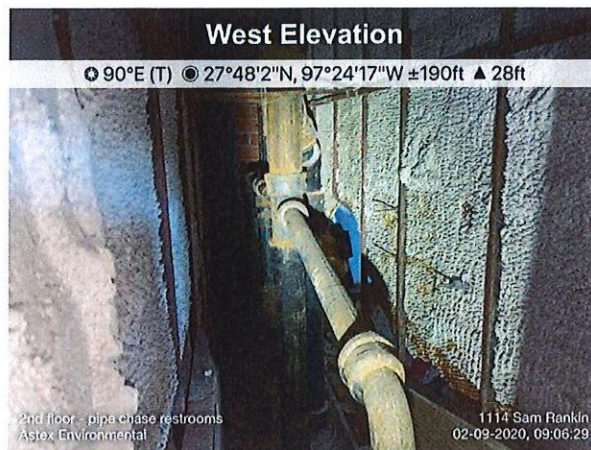


Photo 08

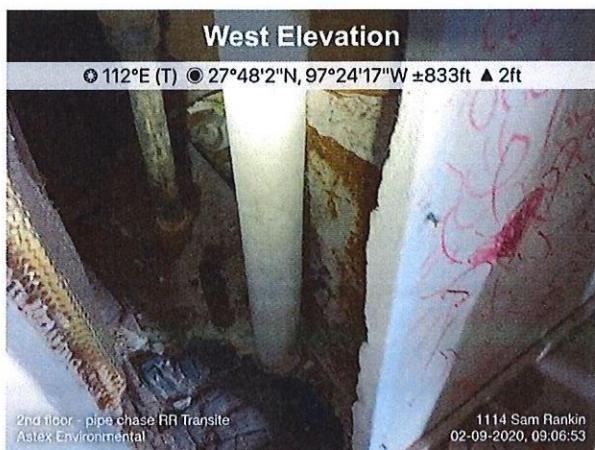


Photo 09



Photo 10

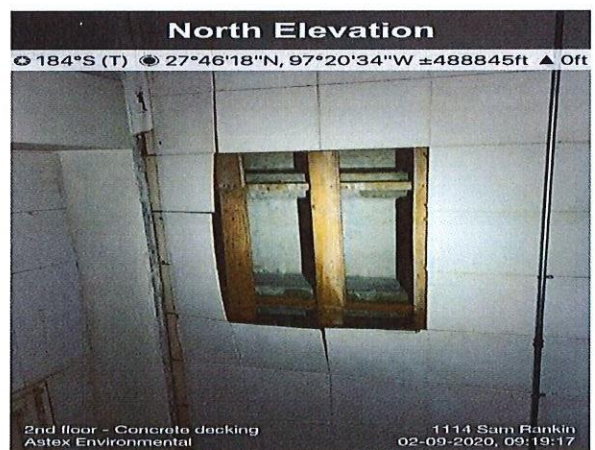


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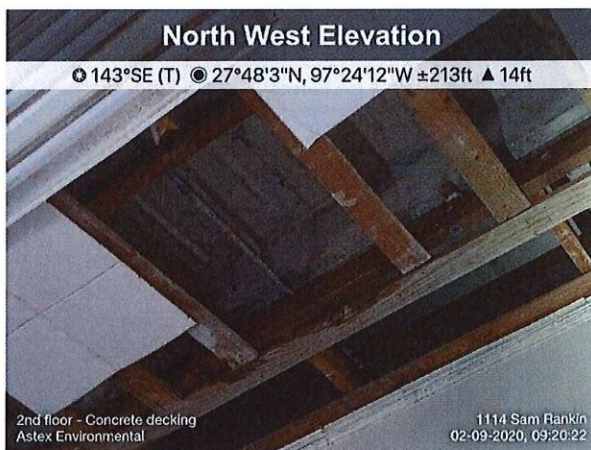


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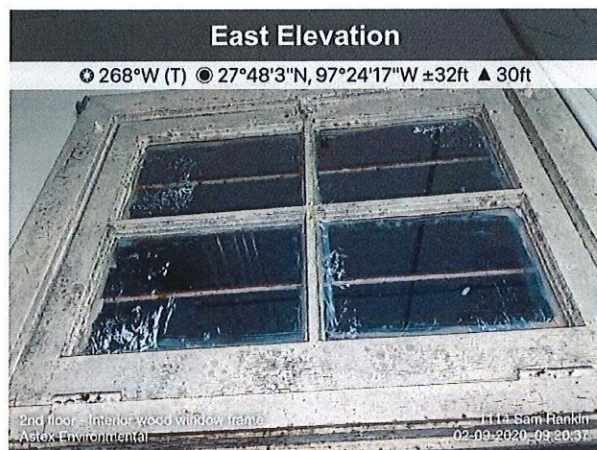


Photo 13



Photo 14



Photo 15

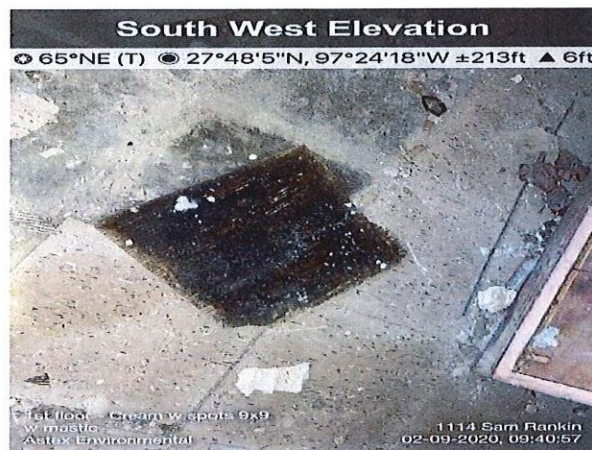


Photo 16



Photo 17

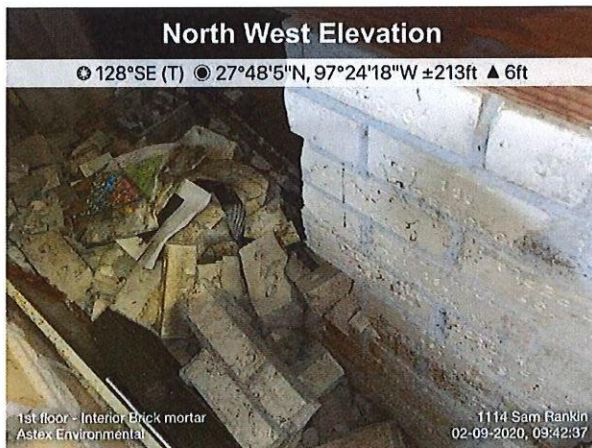


Photo 18



Photo 19

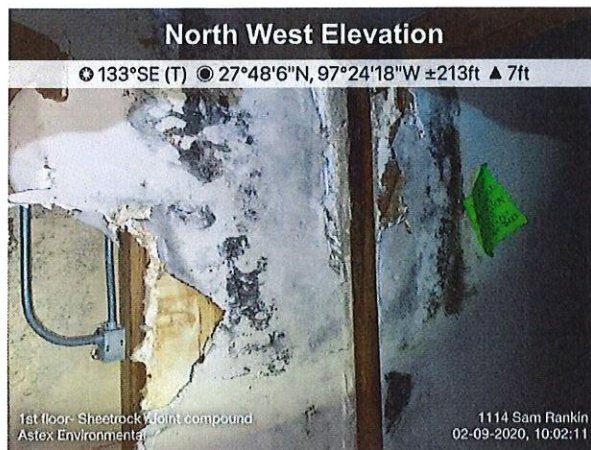


Photo 20

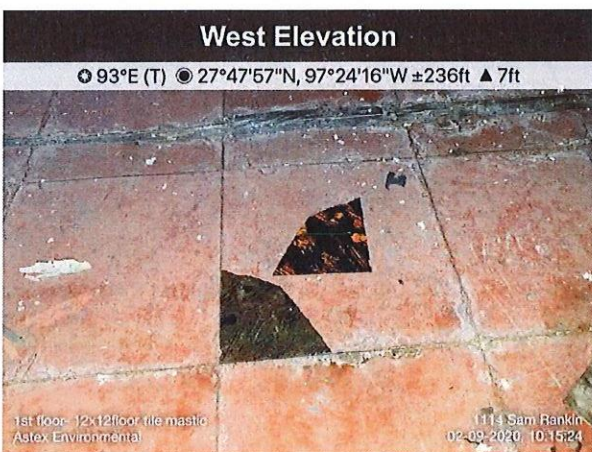


Photo 21



Photo 22

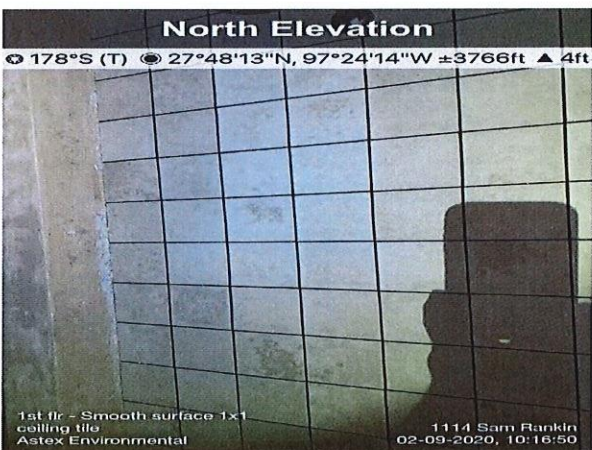


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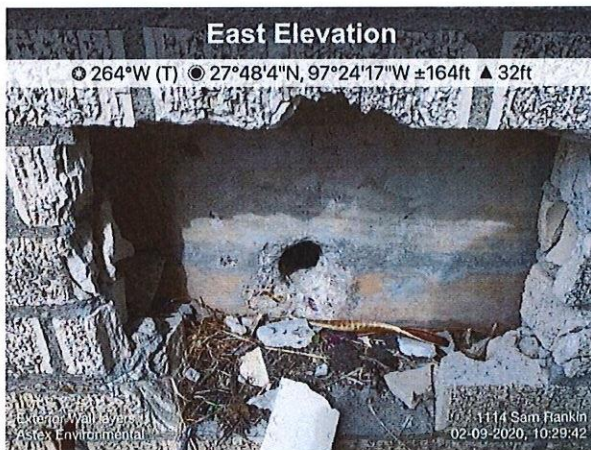


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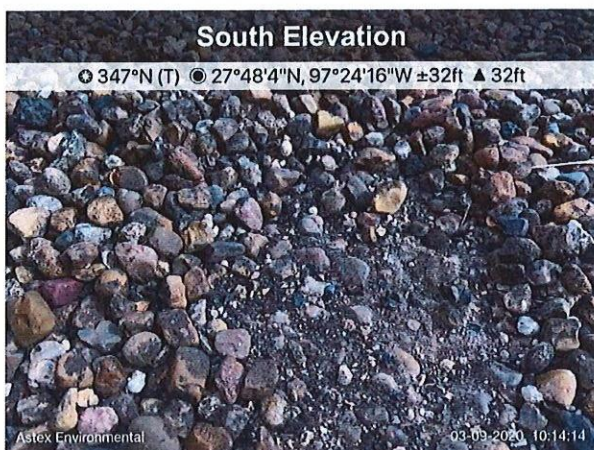


Photo 25

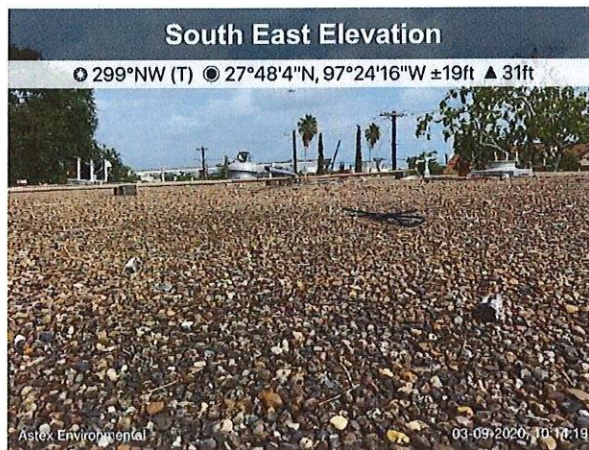


Photo 26

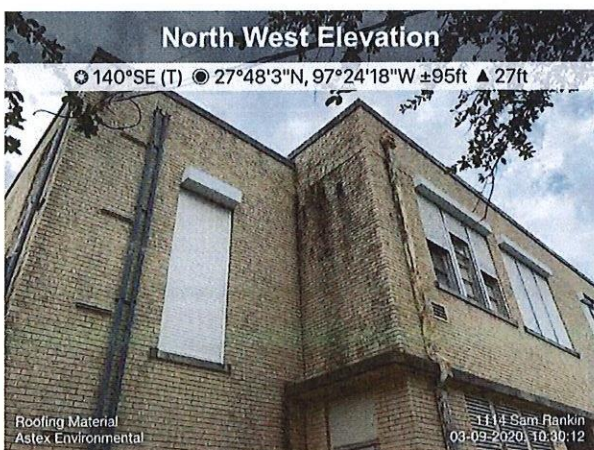


Photo 27

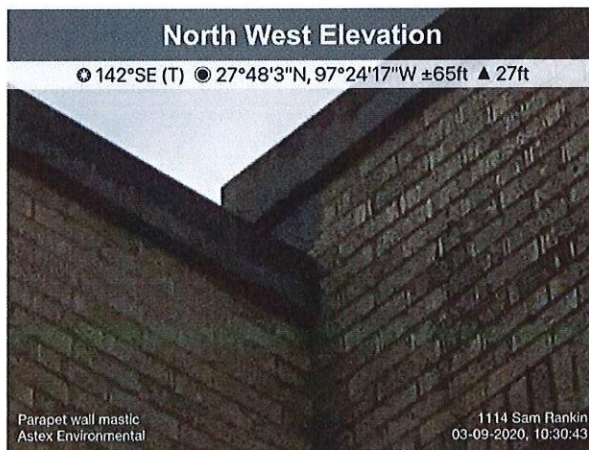
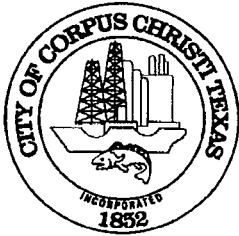


Photo 28

ATTACHMENT A-4



Attachment B- Bid/Pricing Schedule



CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT DEPARTMENT BID FORM

RFB No. 3133

Demolition of Booker T Washington School

PAGE 1 OF 1

Date: 11/23/2020Bidder: American AbatementAuthorized
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.

Description	UNIT	QTY	Unit Price	Total Price
Demolition of Booker T Washington School	Lump Sum	1	\$155,995.00	\$155,995.00
TOTAL				\$155,995.00

Attachment A-Insurance Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

A. 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.

B. 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
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
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
POLLUTION LIABILITY	\$1,000,000 Per Occurrence

C. 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.

II. ADDITIONAL REQUIREMENTS

A. 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.

B. 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.

C. 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

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2020 Insurance Requirements

Ins. Req. Exhibit **4-C**

Contracts for General Services – Services Performed Onsite - Pollution

06/08/2020 Risk Management – Legal Dept.

Attachment C – Bond Requirements

Bonds will be required as outlined in the Scope of Work, Section 4: subsection 4.3; Job Order (C)

ATTACHMENT D: WARRANTY REQUIREMENTS

No product warranty is required therefore, Service Agreement 3302 Section 8, Warranty Requirements subsections 8(A) and (B) are hereby void.



CITY OF CORPUS CHRISTI - DISCLOSURE OF INTERESTS

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." See the definitions for the Disclosure of Interest in Section II - General Information.

COMPANY NAME: _____

P. O. BOX: _____

STREET ADDRESS: _____ **CITY:** _____ **ZIP:** _____

FIRM IS: 1. Corporation ☐ 2. Partnership ☐ 3. Sole Owner ☐
 4. Association ☐ 5. Other ☐

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
_____	_____
_____	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attachment E – Federal Requirements
FEDERAL REQUIREMENTS

TABLE OF CONTENTS

Section No.	Title
FR-01	Breach of Contract Terms
FR-02	Termination of Contract
FR-03	Equal Employment Opportunity - 41 CFR Part 60-1.4(b)
FR-04	Standard Federal Equal Employment Opportunity Construction Contract Specifications – 41 CFR Part 60.4.3
FR-05	Copeland Anti-Kickback Act 29 CFR Part 5
FR-06	Davis-Bacon Labor Requirements 29 CFR part 5
FR-07	Contract Work hours and Safety Standards Act Requirements
FR-08	Regulations Pertaining to Reporting
FR-09	Rights to Inventions
FR-10	Access to Records and Record Retention
FR-11	Clean Air and Water Pollution Control
FR-12	Energy Conservation Requirements
FR-13	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
FR-14	Lobbying and Influencing Federal Employees
FR-15	Economic Opportunities for Low and Very-Low Income Persons
FR-16	Affirmative Action Regulations and Plan
FR-17	Women and Minority Owned Businesses (M/WBE)
FR-18	Accessibility Section 504 Compliance
FR-19	Texas Architectural Barriers Act
FR-20	Drug-Free Workplace Requirements
FR-21	Field Requirements

FEDERAL REQUIREMENTS: FR-01

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor as provided in 29 CFR 5.12.

FEDERAL REQUIREMENTS: FR-02

TERMINATION OF CONTRACT

- a. The City may, by written notice, terminate this contract in whole or in part at any time, either for the City's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the City.
- b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the City for any additional cost occasioned to the City thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in this clause.
- e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Reference: 24 CFR 85.36

FEDERAL REQUIREMENTS: FR-03**EQUAL EMPLOYMENT OPPORTUNITY - Executive Order 11246 as amended, 41 CFR PART 60-1.4(b)**

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

1. 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.
2. The contractor will, in all solicitations or advertisements for employees placed 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.
3. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. 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 his/her books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be cancelled, 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 procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 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 may be directed by the Secretary of Labor as a means of enforcing such provision, 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. [Sec. 202 amended by

EO 11375 of Oct 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684. EO 12086 of Oct 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

Contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

The Secretary of Labor may direct that any contractor or subcontractor shall submit, as part of his/her Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p.230

Reference: Executive Order 11246 & Title 41 CFR Part 60 -1.4

FEDERAL REQUIREMENTS: FR-04

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS - 41 CFR Part 60.4.3**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract

Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least

once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the

effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Reference: Executive Order 11246 & Title 41 CFR Part 60 – 4.3

FEDERAL REQUIREMENTS: FR-05**COPELAND "ANTI-KICKBACK" ACT – 18 U.S.C. 874 / 40 U.S.C. 276c / 29 CFR Part 3**

Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

TITLE 18, U.S.C.**Sec. 874. Kickbacks from public works employees**

"Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both."

[18 U.S.C. 874 (June 25, 1948, ch. 645, Sec. 1, 62 Stat. 740, eff. Sept. 1, 1948) replaces the former sec. 1 of the Copeland Act of June 13, 1934 (48 Stat. 948), which was codified as 40 U.S.C. 276b prior to its repeal by 62 Stat. 862, eff. Sept. 1, 1948.]

TITLE 40, U.S.C. (as amended)**Sec. 276c, Regulations governing contractors and subcontractors**

"The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statements."

[40 U.S.C. 276c, as amended (48 Stat. 948 as amended by 62 Stat. 862, 63 Stat. 108, and 72 Stat. 967) constitutes the Copeland Act in its present form, which is a revision of section 2 of the original Act of June 13, 1934, section 1 of the original Act was repealed coincidentally with its replacement by 18 U.S.C. 874, set out above.]

Reorganization Plan No. 14 of 1950 (15 F.R. 3176, 64 Stat. 1267, 5 U.S.C. 133z note):

"In order to assure coordination of administration and consistency of enforcement of the labor standards provision of each of the [foregoing and other enumerated] Acts by the Federal agencies responsible for the administration thereof, the Secretary of Labor shall prescribe appropriate standards, regulations, and procedures, which shall be observed by these agencies, and cause to be made by the Department of Labor such investigations, with respect to compliance with and enforcement of such labor standards, as he deems desirable, ..."

FEDERAL REQUIREMENTS: FR-06**FEDERAL LABOR STANDARDS PROVISIONS (HUD 4010)****DAVIS - BACON REQUIREMENTS**

Compliance with Davis-Bacon and Related Act Requirements: All rulings and interpretations of the Davis-Bacon and Related Acts Contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by reference. The Contractor further agrees to comply with Chapter 2258 of the Texas Government Code and pay rates that are not less than those laid out in the attached wage rates decision.

For additional information regarding Labor Rates, please go to the following United States Department of Labor website:

<http://www.dol.gov/whd/contracts/dbra.htm>

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. (i) Minimum Wages 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, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). 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: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii) (a) Any class of laborers or mechanics, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB control number 12150140.)

2. Withholding.

HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The

Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under CFR 5.5(a)(3)(i) above and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) available for inspection, copying or transcription by authorized representatives of HUD or its designee, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman

wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, 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 the contract clauses in this paragraph.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded. Government contracts by virtue of section 3(a) of the Davis- Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CF Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S. Criminal 1001. Additionally, U.S. Criminal Code Section 1 01 0, Title 18, U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C, "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of influencing in any way the action of such Administration.....makes, utters or publishes any statement

knowing the same to be false.....shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provision of this Contract are applicable shall be discharged or in any other manner discrimination against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

Reference: Title 29 CFR Part 5.5

"General Decision Number: TX20200288 09/11/2020

Superseded General Decision Number: TX20190288

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	09/11/2020

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

* ELEC0278-002 03/20/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 26.25	8.24

* 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 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.26	7.13

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
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TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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 www.dol.gov/whd/govcontracts.

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) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

FEDERAL REQUIREMENTS: FR-07**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS**
29 CFR PART 5

(1) 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 40 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 forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 monies 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 paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this paragraph and also a clause requiring the subcontractor 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 subparagraphs (1) through (4) of this paragraph.

(5) Health and Safety. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

The Contractor shall include the provisions of this para-graph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary

Reference: 29 CFR Part 5.5 & Advisory Circular 150/5100-6d

FEDERAL REQUIREMENTS: FR-08**REGULATIONS REGARDING REPORTING****INSTRUCTIONS HUD FORM 2516**

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance. Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

Section 3

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD- 60002 to report employment and training opportunities data. Form HUD-2516 is to be may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front.

Community Development Programs

1. Grantee: Enter the name of the unit of government submitting this report.

2. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f., the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. Business Racial/Ethnic/Gender Code: Enter the numeric code which indicates the racial/ethnic /gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/ gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Enter this information for each **A Section 3 contractor/subcontractor** is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youth build programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act. The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b) (2) of the United States Housing Act of 1937.

Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or similar and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

INSTRUCTIONS FOR: FORM HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any ***public and Indian housing programs*** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to ***employment and training***. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to ***contracting***, and Part III summarizes recipients' ***efforts*** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required,

this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. ***Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.***

HUD Field Office: Enter the Field Office name.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.
8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts – Self -explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

* The terms “low-income persons” and very low-income persons” have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary’s findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- _____ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- _____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- _____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- _____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- _____ Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

FEDERAL REQUIREMENTS: FR-9

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by HUD or its designee and the Sponsor of the Federal grant under which this contract is executed.

Reference: 24 CFR 85.36

FEDERAL REQUIREMENTS: FR-10

ACCESS TO RECORDS AND RECORD RETENTION

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, HUD and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Reference: 24 CFR 85.36

FEDERAL REQUIREMENTS: FR-11

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

Reference: Clean Air Act (42 U.S.C. 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended, (24 CFR 85.36 & Section 306 of the Clean Air Act & Section 508 of the Clean Water Act

FEDERAL REQUIREMENTS: FR-12

ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Reference: Title 24 CFR 85.36 & Public Law 94-163

FEDERAL REQUIREMENTS: FR-13

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

The Contractor certifies, by acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

Reference: 24 CFR 85.35

FEDERAL REQUIREMENTS: FR-14

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

Reference: Title 49 CFR Part 20, Appendix A

FEDERAL REQUIREMENTS: FR-15**ECONOMIC OPPORTUNITIES FOR LOW AND VERY-LOW INCOME PERSONS**

Section 3 Clause.

Housing and Urban Development Act of 1968

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- 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).

§ 135.40 Providing other economic opportunities.

(a) General. In accordance with the findings of the Congress, as stated in section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with section 3 covered assistance.

(b) Other training and employment related opportunities. Other economic opportunities to train and employ section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring section 3 residents in management and maintenance positions within other housing developments; and hiring section 3 residents in part-time positions.

(c) Other business related economic opportunities.

(l) A recipient or contractor may provide economic opportunities to establish, stabilize or expand section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR part 963 regarding HA contracts to HA resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

(2) A section 3 joint venture means an association of business concerns, one of which qualifies as a section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the section 3 business concern:

(i) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

Subpart C [Reserved]

FEDERAL REQUIREMENTS: FR-16

AFFIRMATIVE ACTION REGULATIONS AND PLAN

An Affirmative Action Plan (AAP) must be submitted by the prime contractor and all subcontractors who have subcontracts of \$10,000 or more on the project. These must be displayed on the project bulletin board or posted on site for employee view and must include the percentage of AAP goals.

FEDERAL REQUIREMENTS: FR-17

WOMEN AND MINORITY OWNED BUSINESSES (M/WBE)

The Contractor will do the best efforts to afford small business (Section 3 (a) of the Small Business Act), minority businesses enterprises and women business enterprises (51% + owned or controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this project.

FEDERAL REQUIREMENTS: FR-18

ACCESSIBILITY SECTION 504 COMPLIANCE

CDBG regulations require adherence to the following regulations: Americans with Disabilities Act (ADA) removal of architectural and communications barriers. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination in Federally assisted programs on the basis of disability.

FEDERAL REQUIREMENTS: FR-19

TEXAS ARCHITECTURAL BARRIERS ACT

Elimination of Architectural Barriers , Government Code Chapter 469.- The intent of this chapter is to ensure that each building and facility subject to this chapter is accessible to and functional for persons with disabilities without causing the loss of function, space, or facilities. A State compliance certificate will be required at completion of project construction for contracts \$50,000 and above; the contractor shall strictly adhere to the construction approved drawings and specifications to accomplish final Certification from the Texas Department of Licensing and Regulations (TDLR.)

FEDERAL REQUIREMENTS: FR-20

DRUG-FREE WORKPLACE REQUIREMENTS

The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

FEDERAL REQUIREMENTS: FR-21

FIELD REQUIREMENTS

TO BE POSTED:

All posting documents must be placed in a visible location at the job site on a notice board:

Davis-Bacon Poster: The WH Publication 1321 must be placed in a visible location at the job site on a notice board with the Contractor's and sub-contractors' Affirmative Action Plans when applicable.

Davis-Bacon Prevailing Wage Rates: The Contractor shall display in a visible location at the job site on a notice board for employee viewing the Federal Wage Rates that apply to each Individual type of project.

HUD Form 4010 Federal Labor Standards Provisions: The Contractor must be place in a visible location at the job site on a notice board the requirements of Davis- Bacon, Copeland, and Contract Work Hours and Safety Standards Acts.

Section 3 Notice: The Contractor must inform workers of Economic Opportunities for Low and Very-Low Income Persons. Information pertaining to this notice must be placed in a visible location at the job site on a notice board.

Executive Order 112461: The Contractor must place in a visible location at the job site on a notice board requirements that set forth the anti-discrimination policy for this project. Parts II & III of this Executive Order are applicable along with Executive Order 11375 concerning employment discrimination on the basis of race, color, sex, religion and national origin.

Affirmative Action Plan: An 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. These plans must be displayed on the project bulletin board for employee view

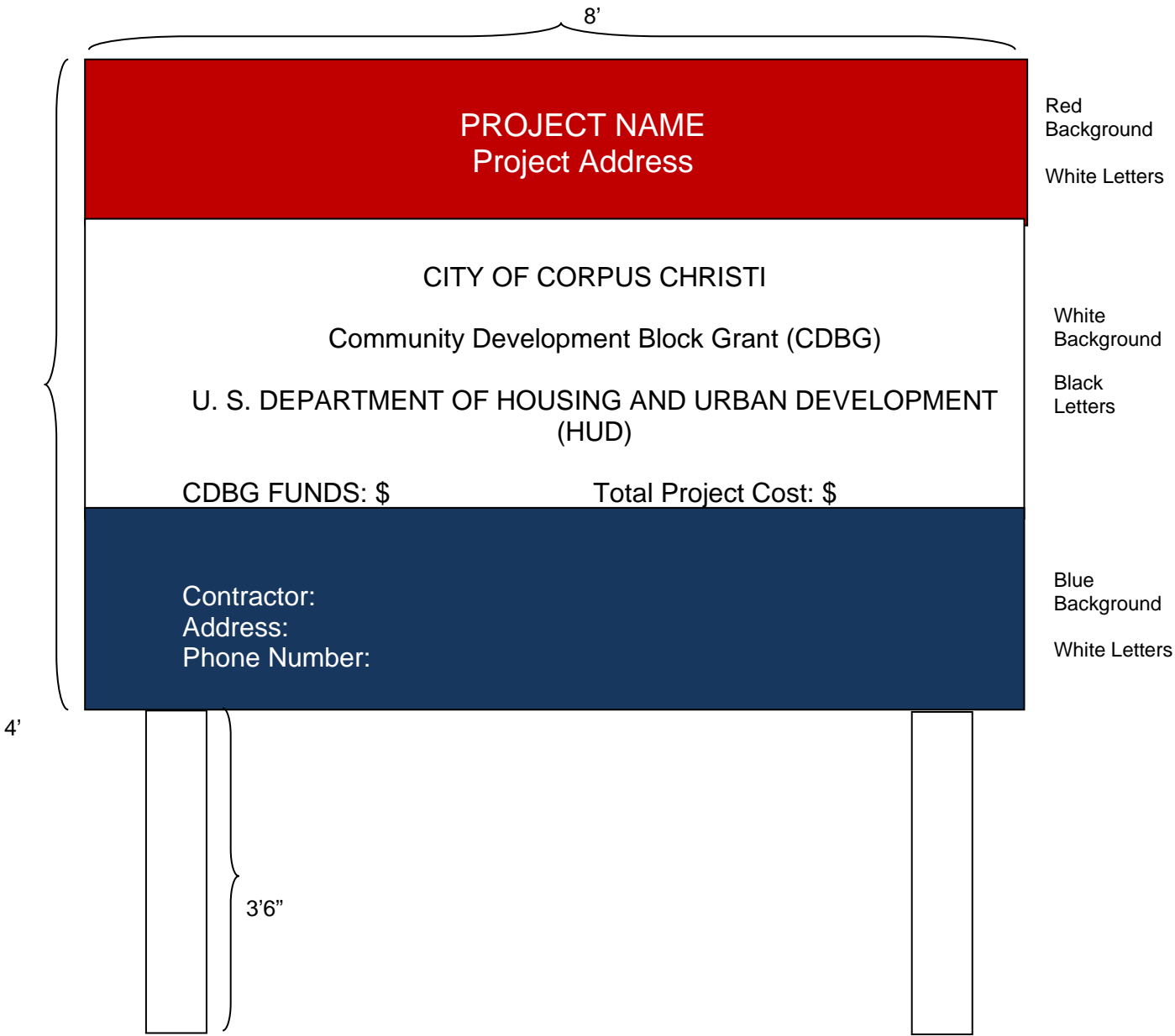
CDBG Project Sign: Project Sign: Contractors responsible to install in a visible location as selected by the City, a CDBG Project Sign prior to commencement of construction. Dimensions and design is attached. The field location will be determined prior to work start.

Compliance Affidavit: The Contractor must sign and return the attached affidavit to the City prior to beginning work on the project.

Affirmative Action Plan: The Contractor must submit and post this plan at the jobsite.

Affidavit and Waiver of Lien by Contractor: The Contractor must complete, sign and return this waiver with each request for payment.

CDBG
PROJECT SIGN



Contractor to locate sign where it is most visible to the public and as approved by City

Sign is made from a 4 feet x 8 feet sheet of 3/4" plywood.

Sign should be posted at a minimum of than 3' 6" high from ground level.

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.: _____

AFFIDAVIT AND WAIVER OF LIEN BY CONTRACTOR

STATE OF TEXAS

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for said State and
County, _____ (Name/Title) of

_____ (Name of Company)
which firm is hereinafter called "Contractor", who being duly sworn states on oath that he
has personal knowledge of the following:

1. Contractor has paid in full all debts, obligations, and liabilities (including, without limitation, all debts, obligations, and liabilities for labor, materials, equipment or services, and for all local, state or federal taxes) which have been incurred by Contractor, or which are claimed by others to have been incurred by Contractor, or which have arisen in conjunction with work done, or labor, materials, equipment or services furnished by Contractor under contract with the City of Corpus Christi on the _____
(Project Name)
2. This Affidavit and Waiver is made and given upon and in exchange for final payment of all sums due Contractor by the City of Corpus Christi under the terms of said contract. In consideration therefor, Contractor waives and releases any and all claims and any and all liens or rights to liens which Contractor has or may have against the City of Corpus Christi for amounts due and owing to Contractor by virtue of Contractor furnishing the labor, materials, equipment or services referred to above.

The above statements are made by _____ (Name) of
_____ (Name of Company)
individually and on behalf of the Contractor.

(Name and Title)

(Company Name)

Sworn to and subscribed before me on _____ (Date).

Notary Public
State of Texas

Commission Expires

END OF FEDERAL REQUIREMENTS

4. State the names of each employee or officer of a “consultant” for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an “ownership interest” constituting 3% or more of the ownership in the above named “firm.”

Name	Consultant

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person:

Title:

(Type or Print)

Signature of Certifying Person:

Date:

DEFINITIONS

- a. “Board member.” A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. “Economic benefit”. An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. “Employee.” Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.

- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.



CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit with this a Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

Organization Name



Housing and Community Development Department
Community Development Block Grants
U.S. Department of Housing and Urban Development

Debarment and Suspension Certification

Title 2: Subtitle A -Chapter 1 -Part 180-

- (a) Recipients and Subrecipients shall comply with the government wide no procurement debarment and suspension requirements in 2 CFR part 180. These government wide requirements restrict sub-awards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

I certified by signing below, that I am in compliance with Title 2 Housing and Urban Development, Debarment and Suspension requirements in 2 CFR part 182, and I am not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. I am also responsible for my subcontractor's compliance with Debarment & Suspension federal regulations.

Contractor Signature/ or Authorized Official:

Date:

Title: _____

Company: _____



CONTRACTOR/SUBCONTRACTOR SECTION 3 COMPLIANCE PLAN

The Housing and Community Development

Name of Project

The undersigned Contractor/Subcontractor for the project identified above hereby agrees to implement, at a minimum, the following steps directed at increasing the utilization of Section 3 residents and Section 3 business concerns in accordance with 24 CFR Subpart A Part 135.1.

1. To attempt to recruit from within the project area Section 3 residents through local advertising media and signs placed at the proposed site for the project, community organizations, and public or private institutions operating within or serving the project area.
2. To seek the assistance, where necessary, in implementing a Section 3 compliance plan.
3. To maintain a list of all Section 3 area residents who have made application for employment either on their own or on referral from any source and to employ such persons if eligible and if a vacancy exists.
4. To maintain and provide the information requested during the closeout report.
5. In the case of a general contractor, to insure that all Section 3 business concerns within the project area are notified of pending sub-contractual opportunities.
6. To maintain records, including copies of correspondence, memoranda, etc., which document all the steps taken to recruit Section 3 residents and Section 3 subcontractors from within the project area.

As officers and representatives of

Name of Contractor/Subcontractor

We, the undersigned, have read and fully agree to this Section 3 Compliance Plan and become party to the full implementation of this program.

Print Name	Title
Signature	Date