

SERVICE AGREEMENT NO. 3448

Mowing and Securing of Non-Code Compliant Properties CDBG Funded

THIS **Mowing and Securing of Non-Code Compliant Properties CDBG Funded Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Apostle Construction Enterprises, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Mowing and Securing of Non-Code Compliant Properties CDBG Funded in response to Request for Bid/Proposal No. 3448 ("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 Mowing and Securing of Non-Code Complaint Properties CDBG Funded ("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 years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department, or the performance date listed in the notice to proceed, whichever is later. The parties may mutually extend the term of this Agreement for up to zero additional zero-year 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 \$80,000.00, 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: Liza Lopez
Department: Code Enforcement
Phone: 361-826-3170
Email: LizaC@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.** In performing the Services, Contractor will not enter into subcontracts or utilize the services of subcontractors.
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: Liza Lopez
Title: Code Compliance Program Manager
Address: 1201 Leopard Street, Corpus Christi, Texas 78401
Phone: 361-826-3170
Fax: N/A

IF TO CONTRACTOR:

Apostle Construction Enterprises, LLC
Attn: Jamie Rossler
Title: President
Address: 2129 Woodcrest Drive, Corpus Christi, Texas 78418
Phone: 361-563-8021
Fax: N/A

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, 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 by relevant 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

Signature:  _____

Printed Name: Jamie Rossler

Title: President

Date: 1/15/2021

CITY OF CORPUS CHRISTI

Josh Chronley
Interim Assistant Director, 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. 3448
- Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

4.1. **General Requirements**

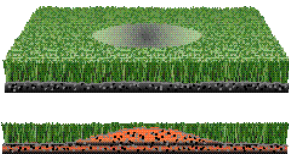
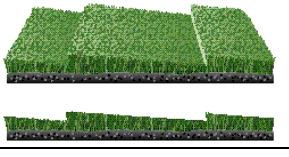
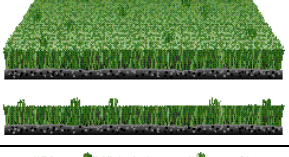
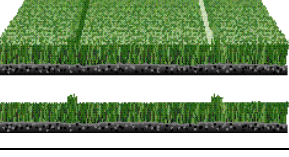
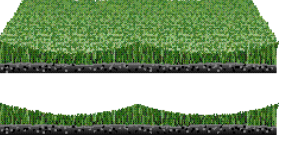
The Contractor shall provide all labor, insurance and equipment necessary for the mowing, maintenance and securing of non-code Compliant properties as specified in the following Scope of Work.

4.2. **Scope of Work**

The mowing, maintenance and securing of non-code Compliant properties services provided by the Contractor shall include but will not be limited to mowing, line trimming, edging, tree/brush trimming, removal of debris and securing of vacant and occasionally occupied properties as deemed necessary on a health and safety basis as outlined below:

- A. Contractor shall cut grass to a length of 1 ½ inches to 2 inches at all designated locations requiring fine mowing and to length of 2 ½ inches to 3 ½ inches for all designated locations requiring rough mowing.
- B. Contractor shall remove all trash, debris, cans, bottles, tires, paper and plastic from the grounds and fence lines. After mowing, Contractor shall remove any trash and debris cut up by the mowing process. Contractor must use a push mower and rake where needed. Contractor will not dispose of any trash and debris into dumpsters or accessory structures located on the property. The trash and debris must be removed from the property and disposed of in accordance with City ordinances. If a property has 50 or more tires, a "Whole Used or Scrap Tires Manifest" shall be submitted to the landfill. A receipt of disposal from the City landfill or other Texas Commission Environmental Quality (TCEQ) registered landfill will be required as proof of final and proper disposal. Contractor is required to show work orders or case number to landfill scale personnel to show proof of worksite and avoid disposal fee. A penalty may be imposed for failure to provide proof of receipt and/or payment may be withheld. The receipt of disposal must be attached to the before and after photographs.
- C. Contractor shall clean and scrape sidewalks, curbs and gutters from accumulation of grass growth, dirt and sand. Contractor shall clean all sidewalks, fence lines, curbs, gutters, street edge, structures, buildings and any wires free from clinging, climbing and crawling grasses, vines, sand, dirt and grass clippings as required in City Code of Ordinance Section 49-10.
- D. Contractor shall trim all tree limbs that hang lower than seven feet over the sidewalk or ground surface and tree limbs that hang lower than 13 feet over the street. Trees identified for removal must be cut to ground level.

- E. Contractor shall not remove any gas tanks or 55-gallon drums from the property.
- F. The landfill accepts household hazardous waste labeled and in original containers (antifreeze, solvents, brake fluid, transmission fluid, batteries, cleaning solvents, polishes, oven cleaner, pool chemicals, poisons, paint, paint thinner, paint stripper, spray paint, weed killer, pesticides/insecticides, sprays) and motor oil (in sealed containers no larger than five gallons).
- G. Contractor shall avoid causing "windrows" when mowing. Windrows occur when a mower goes one direction and causes the grass to lie over because of wheels, etc. This creates rows of grass not cut uniformly.
- H. Contractor shall avoid improper mowing, including, but not limited to:

TERM	DESCRIPTION	IMAGE
Scalping	mowing deck comes close to or hits the ground	
Stepped Cutting	sharp ridges left in the lawn surface	
Stingers [stragglers/flags]	sparse patches of uncut grass left behind the mower	
Streaking	thin strips of uncut grass left behind the mower	
Uneven Cutting	wavy or smooth troughs in the lawn surface	

- I. All work completed by Contractor shall be subject to approval by the area Code Compliance Official/Officer or department designee. Code Compliance Official/Officer shall have the right to require the Contractor to re-mow, re-trim, re-edge, re-sweep or re-board properties if the work has not been performed to contract specifications. Properties which have not been abated adequately will be re-done before payment authorization is approved and before additional work orders are issued. Additionally, any work orders already issued to Contractor may be pulled.

- J. Contractor shall meet all the requirements for properly securing a vacant structure as designated in the Vacant Building Ordinance City Code of Ordinances Section 13-3009 Standards for the boarding of a vacant building and painting the wood in accordance with City Code of Ordinances Section 13-3010.
- K. Contractor shall have an email address to receive and return work orders to the issuing Code Compliance Official/Officer and Code Compliance Supervisor once completed.
- L. Photographs taken by Contractor are required on each work order issued.
 - 1. For a vacant building, a minimum of eight photographs (before work is started and again after the work is completed) are required to include:
 - a. one photograph from the front (including curb and gutter) before the work is started
 - b. one photograph from the back (including rear yard) before the work is started
 - c. one photograph from each side of the structure before the work is started
 - d. one photograph of each location listed above after the work is completed.
 - 2. For a vacant lot, a minimum of four photographs (before the work is started and again after the work is completed) are required to include:
 - a. one photograph from the front (including curb and gutter) before the work is started
 - b. one photograph including rear of the lot before the work is started
 - c. one photograph of each location listed above after the work is completed.
 - 3. **Each photograph is to be taken at the same location and angle as the before pictures. Each photograph shall be labeled with the address, date, "BEFORE" and "AFTER".** If photographs are not submitted at the completion of the job payment may be delayed. All photographs must be clear without the use of filters.
- M. The Contractor will not mow any property that is less than 12 inches, or when the rightful property owner has already started the mowing/clearing process. **Contractor is required to provide photographs of the property: one photograph of the front and one of the back, when submitting a mowed by owner work order.**

- N. Contractor will maintain a professional and civil disposition with all City representatives, City staff members and the general public. Failure to do so may result in the termination of the Contractor's agreement as determined by the City.
- O. When emergency services are requested, the Contractor must respond within two hours and complete the work order within four hours.
- P. Contractor shall possess and display a current Solid Waste Haulers Permit sticker on each vehicle and trailer used for transporting solid waste. (Permit must be renewed by August 1st of each year).
- Q. Contractor shall have a tarpaulin or cover over the load when transporting solid waste to the landfill or other approved point of disposal.
- R. In the event of equipment failure that will extend completion of the work order, Contractor must notify the issuing Code Official/Officer and Code Compliance Supervisor.
- S. Any and all costs, either direct or indirect, associated with or incidental to Contractor's performance of the services described in this scope of work are the sole responsibility of Contractor and considered to be included in the contract pricing. Such expenses may include, but are not limited to: travel to and from the subject property, execution of the work order, clearing and transporting of debris, storage fees, hauler permit fees, cost of required insurances and etc.
- T. Contractor must provide supervision of the work to ensure compliance with the contract requirements.
- U. Contractor shall ensure subcontractors comply with all requirements of this contract, including, but not limited to, those regarding insurance and permits
- V. Contractor shall remain in full compliance with all requirements. Cancellation or expiration of insurance (unless renewed or secured through another licensed insurance provider) during the contract period will result in automatic disqualification of Contractor and removal from the rotation list.
- W. Contractor must be equipped with a cellular telephone. Contractor shall furnish the City with a list of Cellular telephone numbers for on-site representatives. This is to provide a means of effective communication between City officials and Contractor's representative concerning directions, response time, cancellations or problems encountered at the site.
- X. If there are any questions or problems encountered on a property, Contractor must contact a Code Compliance Supervisor or issuing Code Official/Officer, not the property owner or neighbor.

4.3. Equipment Requirements

Contractor shall have all equipment, in good working order, needed to comply with all requirements of this contract including, but not limited to, the following:

- A. Push (walk-behind) Mowers
- B. Large (riding) Mowers
- C. Edger(s)
- D. String Trimmer(s) / Weed Eater(s)
- E. Leaf Blowers / Vacuums
- F. Tree and Brush Trimming Equipment (bow saws, shears, hedge cutters, etc.)
- G. Tree Cutting Equipment (chain saw, etc.)
- H. Trailers (to haul debris)
- I. Cleaning Equipment (brooms, scrapers, rakes, etc.)
- J. Masonry (concrete) Tools / Equipment (masonry drill, masonry drill bits, masonry screws/nails, concrete demolition hammer, etc.)
- K. Other Equipment / Material (CDX exterior grade plywood or oriented strand board ("OSB") with a minimum one-half ($\frac{1}{2}$) inch nominal (seven-sixteenths ($\frac{7}{16}$) inch actual) thickness, one-way screws/fasteners, liquid nails, etc.)

4.4. Ozone Warning Days

- A. All push mowers, weed eaters, or other small engines shall not be used at all.
- B. No mowing shall be done on the designated Ozone Action Days except in the case of a special event, emergency or removing a liability. If mowing is necessary for such a situation, mowing shall be kept to a minimum. However, the City shall retain the right to determine and notify Contractor of any such special event, emergency or liability.
- C. Diesel powered mowing equipment shall be allowed to operate on the second day of consecutive Ozone Action Days, if equipment is labeled stating the type of fuel used and Contractor has contacted the City and received permission to proceed with the work order.
- D. Equipment using reformulated gas shall be allowed to operate on the third day of consecutive Ozone Action Days, if equipment is labeled stating the type of fuel is used and Contractor has contacted the City and received permission to proceed with the work order.

4.5. Security Requirements

- A. Contractor shall maintain and abide by the security measures at all locations including locking gates when leaving the work site and replacing fencing if removed by Contractor.

- B. Contractor shall not enter building(s) at any location(s) for any reason without receiving prior approval from the designated Code Compliance Supervisor or Code Compliance Official/Officer.

4.6. Protection of Property

- A. Contractor shall take proper measures to protect all property from damage by the Contractor's work, and in case of any injury or damage resulting from any act or omission on the part of or on behalf of Contractor, Contractor shall restore, at Contractor's own expense, the damaged property to a condition similar or equal to that existing before the damage was done, or Contractor shall make good such injury or damage in an acceptable manner to the City. All damages caused by Contractor which are not repaired or compensated for by Contractor will be repaired or compensated for by the City at the Contractor's expense. All expenses charged by the City for such repair work or compensation shall be deducted from any monies owed to Contractor under any agreement between the City and Contractor.
- B. Mowing equipment and/or heavy equipment shall not be permitted on properties when, in the opinion of the Contract Administrator, soil and weather conditions are such that the property will be damaged. Any damage caused by mowing equipment and/or heavy equipment shall be addressed by the Contract Administrator.

4.7. Schedule

- A. Hours of Operation – Contractor shall perform work Monday through Friday and will be required to be available for weekend assignments as necessary, excluding City recognized holidays.
- B. Contractor must pick up assigned work orders within two business days when the email server is down. All work orders assigned need to be completed within the specified time period:

- 1. Five calendar days from date of issue for mowing and clearing lots
- 2. Five calendar days from date of issue for board ups, unless emergency conditions require immediate attention

Work orders not completed on time or within the scope of the specification may result in future work orders or payments being withheld.

- C. In the event Contractor, does not complete the work order within the required five calendar days of assignment, the City reserves the right to arrange for services from the next Contractor. Contractor's frequent failure to complete the work described herein may result in disqualification of the Contractor and removal from the rotation list. This decision will be made by the City and is final.
- D. In the event of equipment failure that will extend work order completion past completion date, Contractor must contact the Contract Administrator or department designee.

4.8. Contractor Rotation Process

- A. The initial order in which Contractors are placed on the rotation list shall be determined by random drawing. The first Contractor's name drawn shall be the first on the list. The second name drawn shall be second, and so on.

ATTACHMENT B: QUOTE/PRICING SCHEDULE

By means of this RFQ, the City will secure qualified Contractors agreeing to the following standard service price schedules, established by the City of Corpus Christi:

A. Mowing & Clearing- Vacant Lot Rate Table:

	LOT SIZE						
	1	2	3	4	5	6	7
	1-5,000 square feet	5,001- 10,000 square feet	10,001- 15,000 square feet	15,001- 20,000 square feet	20,001- 25,000 Square feet	25,001- 30,000 square feet	Over 30,000 Square feet
Density A	\$0.013	\$0.011	\$0.009	\$0.007	\$0.006	\$0.005	To be bid out
Density B	\$0.017	\$0.015	\$0.013	\$0.011	\$0.009	\$0.007	To be bid out
Density C	\$0.025	\$0.022	\$0.019	\$0.017	\$0.015	\$0.012	To be bid out

NOTE: If the square footage times the price per square foot is less than or equal to \$65.00, then the Contractor will be paid \$65.00. For lot sizes over 30,000 square feet, the City will solicit bids from the next three qualified Contractors on the rotation list. All bids shall be submitted on the CLEAN UP FORM and/or the BOARD UP FORM (attached). Of the three, the qualified vendor who submits the lowest bid will be awarded that job. The two qualified vendors who do not win the bid will be returned to the rotation list.

Density A: Low density vegetation.

Density B: Medium density vegetation and/or light debris.

Density C: High density vegetation and/or heavy debris

Light Debris: Grass clippings, high weeds (12" or higher), leaves, paper and plastic litter items and discarded textiles of all sorts.

Moderate Debris: Trash items including, but not limited to, aluminum or tin cans, toys, bottles, old vessels of all sorts, and household items (e.g. dishes, tableware, pots and pans, etc.)

Heavy Debris: Appliances, toilets, furniture, tires, tree trunks, tree limbs and branches.

B. Other Services:

Service	Unit Price
Tree Trimming (7 ft. from the ground and 13 ft. over the street)	\$35.00 each
Tree Removal	\$85.00 each
Debris Disposal (construction material/brush/furniture/bulky items)	\$47.10 per ton
Concrete Disposal (slab/rubber)	\$19.81 per ton
Securing Structures (Board ups) with contractor provided list	\$55.00 each opening
Disposal fee	\$10.00 per work order
Improper Set Out Fee/ Too Early Set Out	\$50.00 per work order

NOTE: The city reserves the right to change the rates listed above based on changes to fees for disposal of items at the landfill or other conditions that may warrant price changes.

ATTACHMENT C: INSURANCE AND BOND 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	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory \$500,000 /\$500,000 /\$500,000

- 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.

BOND REQUIREMENTS:

No bonds are required, therefore, Service Agreement 3448, Section 5 Insurance; Bonds subsection 5(B), is hereby void.

2020 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

06/08/2020 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

No product warranty is required therefore, Service Agreement 3448, Section 8, Warranty Requirements subsections 8(A) and (B) are hereby void.

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
FR-04	Access to Records and Record Retention
FR-05	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
FR-06	Lobbying and Influencing Federal Employees
FR-07	Conflict of Interest
FR-08	Economic Opportunities for Low and Very-Low Income Persons
FR-09	Accessibility Section 504 Compliance

Work under this contract will be funded and operate in accordance with HUD's Community Development Block Grant regulations and guidelines and all local, State, and Federal requirements and laws.

Reference: Title 24, Chapter 570

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 24 CFR 85.36(i)(1) may be grounds for termination of the contract and for debarment as a contractor as provided in 24 CFR 85.35.

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(i)(2)

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

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(i)

FEDERAL REQUIREMENTS: FR-05

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-06

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 24 CFR part 87, Appendix A

FEDERAL REQUIREMENTS: FR-07

CONFLICT OF INTEREST

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

Reference: 24 CFR Part 570.489(h).

FEDERAL REQUIREMENTS: FR-08

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):

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.

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.

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.

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.

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.

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.

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).

Contractor shall complete the required Section 3 report Form 60002, included as Exhibit 5C of the CDBG Grant Management Handbook and submit the completed form to the city / county grant recipient with the final construction pay estimate for the project.

Reference: 24 CFR 570.200, 24 CFR part 135 and 24 CFR 570.607(b)

FEDERAL REQUIREMENTS: FR-09

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.

Reference: 24 CFR Part 135



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: Apostle Construction Enterprises, LLC

P. O. BOX: N/A

STREET ADDRESS: 2129 Woodcrest Drive **CITY:** Corpus Christi **ZIP:** 78418

FIRM IS: 1. Corporation ☐ 2. Partnership ☐ 3. Sole Owner ☐
 4. Association ☒ LLC 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)
<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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
<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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
<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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
N/A	N/A
_____	_____
_____	_____

FILING REQUIREMENTS

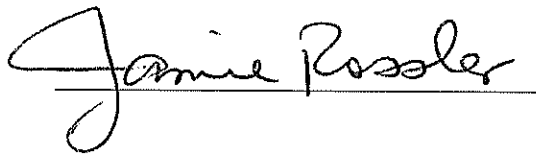
If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose 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: Jamie Rossler **Title:** President
Apostle Construction Enterprises, LLC
 (Type or Print)

Signature of Certifying Person:



Date:

1/13/2021

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

1/13/2021

Date

Jamie Rossler, President

Print Name of Authorized Individual

Apostle Construction Enterprises, LLC

Organization Name



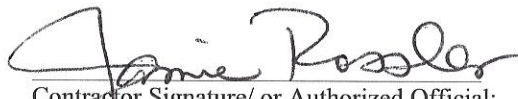
Housing and Community Development Department
Community Development Block Grants
U.S. Department of Housing and Urban Development

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:
Title: President

1/13/2021

Date:

Company: Apostle Construction Enterprises, LLC



**CONTRACTOR/SUBCONTRACTOR SECTION 3
COMPLIANCE PLAN**
The Housing and Community Development

Name of Project

RFQ 3299- Mowing and Securing of Non-Code Compliant Properties CDBG Funded

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.

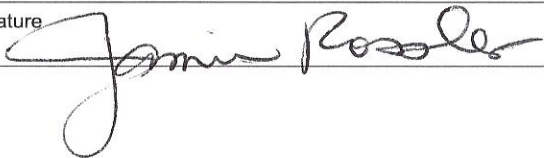
1. To attempt to recruit from within the project area Section 3 residents through local advertising media and signs placed at the proposed site for the project, community organizations, and public or private institutions operating within or serving the project area.
2. To seek the assistance, where necessary, 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

Apostle Construction Enterprises, LLC

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 Jamie Rossler	Title President
Signature 	Date 1/13/2021