

50. Non-Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

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EXHIBIT A
OWNER'S INSURANCE REQUIREMENTS
OF CONTRACTOR

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Exhibit A.
Owner's Insurance Requirements of Contractor

1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> • \$1,000,000 Per Occurrence • \$2,000,000 General Aggregate • \$2,000,000 Products/Completed Operations Aggregate • \$1,000,000 Personal And Advertising Injury • Designated Construction Project(s) General Aggregate Limit 	<ul style="list-style-type: none"> • Current ISO edition of CG 00 01 • Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01. • This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing. • Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state. • The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> ○ Contractual Liability Limitation CG 2139 ○ Amendment of Insured Contract Definition CG 24 ○ 26 ○ Limitation of Coverage to Designated Premises or Project, CG 2144 ○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95 ○ Exclusion-Explosion, Collapse and Underground ○ Property Damage Hazard, CG 2142 or CG 2143 o Any Classification limitation ○ Any Construction Defect Completed Operations exclusion ○ Any endorsement modifying the Employer's ○ Liability exclusion or deleting the exception to it ○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage ○ Any habitational or residential exclusion applicable to the Work ○ Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured ○ Any Punitive, Exemplary or Multiplied Damages exclusion ○ Any Subsidence exclusion
Business Auto Liability	Amount of coverage shall be no less than: <ul style="list-style-type: none"> • \$1,000,000 Per Accident 	<ul style="list-style-type: none"> • Current ISO edition of CA 00 01 • Arising out of any auto (Symbol 1), including owned, hired and nonowned

Insurance	Coverage/Limits	Other Requirements
Workers' Compensation and Employer's Liability	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> • Statutory Limits • \$1,000,000 Each Accident and Disease • Alternate Employer endorsement • USL&H must be provided where such exposure exists. 	<ul style="list-style-type: none"> • The State in which work is to be performed must listed under Item 3.A. on the Information Page • Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. • Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.
Excess Liability (Occurrence Basis)	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> • \$1,000,000 Each Occurrence • \$1,000,000 Annual Aggregate 	<ul style="list-style-type: none"> • Such insurance shall be excess over and be no less broad than all coverages described above. • Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.
Professional Liability	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> • \$1,000,000 Each Occurrence • \$2,000,000 Annual Aggregate • If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. • Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement, including but not limited to design or design/build services. • Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement. 	<ul style="list-style-type: none"> • Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement. • This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ Bodily injury or property damage where coverage is provided in behalf of design professionals or design/build contractors ○ Habitational or residential operations ○ mold and/or microbial matter and/or fungus and/or biological substance ○ Punitive, exemplary or multiplied damages. • Any retroactive date must be effective prior to beginning of services for the Owner. • Policies written on a Claims-Made basis shall have an extended reporting period of at least two years beyond termination of the Agreement. Vendor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date.
Contractors Pollution Liability	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> • \$1,000,000 Each Loss • \$2,000,000 Annual Aggregate • If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. • The policy must provide coverage for: <ul style="list-style-type: none"> ○ The full scope of the named insured's 	<ul style="list-style-type: none"> • The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured. • This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ Insured vs. insured actions. However

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Insurance	Coverage/Limits	Other Requirements
Contractors Pollution Liability (cont)	<p>operations (on-going and completed) as described within the scope of work for this Agreement</p> <ul style="list-style-type: none"> ○ Loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall ○ Third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; ○ Diminution of value and Natural Resources damages ○ Contractual liability ○ Claims arising from non-owned disposal sites utilized in the performance of this Agreement. 	<p>exclusion for claims made between insured within the same economic family are acceptable.</p> <ul style="list-style-type: none"> ○ Impaired property that has not been physically injured ○ Materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. ○ Property damage to the work performed by the contractor ○ Faulty workmanship as it relates to clean up costs o punitive, exemplary or multiplied damages ○ Work performed by subcontractors <ul style="list-style-type: none"> • If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work. • The policy will offer an extended discovery or extended reporting clause of at least three (3) years. • Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.
Builders Risk	<ul style="list-style-type: none"> • Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence. • Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and shall be primary to any other insurance coverage available to the named insured parties, with that other insurance being excess, secondary and non-contributing. • The policy must provide coverage for: <ul style="list-style-type: none"> ○ Agreed Value Included ○ Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse Included ○ Debris removal additional limit \$1,000,000 	<ul style="list-style-type: none"> • Insureds shall include Owner, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds. • Such insurance shall cover: <ul style="list-style-type: none"> ○ All structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling; ○ All temporary structures (e.g., Fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site; ○ All property including materials and supplies on site for installation; ○ All property including materials and supplies at other locations but intended for use at the site; ○ All property including materials and supplies in transit to the site for installation by all means of

Insurance	Coverage/Limits	Other Requirements
Builders Risk (cont)	<ul style="list-style-type: none"> o Earthquake and Earthquake Sprinkler Leakage \$5,000,000 o Flood \$5,000,000 o Freezing Included o Mechanical Included o Ordinance or law \$1,000,000 o Pollutant clean-up and removal \$25,000 o Preservation of property Included o Theft Included • Deductible shall not exceed o All Risks of Direct Damage, per Occurrence, except \$10,000 o Named Storm 2% subject to \$50,000 minimum o Earthquake and Earthquake Sprinkler Leakage, per Occurrence \$1,000,000 o Flood, per Occurrence or excess of NFIP if in Flood Zone A or V \$1,000,000 	<ul style="list-style-type: none"> transportation other than ocean transit; and o Other work at the site identified in the Agreement to which this Exhibit is attached. • No protective safeguard warranty shall be permitted. • The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed. This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of: <ul style="list-style-type: none"> o The date on which all persons and organizations o Who are insureds under the policy agree that it shall be terminated; o Occupancy, in whole or in part; o The date on which release of substantial completion is executed; or o The date on which the insurable interests of o Contractor in the Covered Property has ceased • A waiver of subrogation provision shall be provided in favor of all insureds

2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

- i. "ISO" means Insurance Services Office.
- ii. "Contractor" shall include subcontractors of any tier.
- iii. "Owner Parties" means (a) Val Verde County, Texas ("Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Construction Documents.

B. Policies.

- i. Contractor shall maintain such General Liability, Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.
- ii. All policies must:
 - a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
 - b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
 - c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
 - d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.

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- iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
 - iv. Contractor shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.
 - v. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.
- C. Limits, Deductibles and Retentions
- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
 - ii. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk. The Contractor shall not be reimbursed for same
- D. Forms.
- i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Owner will have the right to require other equivalent forms.
 - ii. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Owner.
- E. Evidence of Insurance. Insurance must be evidenced as follows:
- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
 - ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
 - iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
 - iv. ACORD Forms specify:
 - a. Owner as certificate holder at Owner's mailing address;
 - b. Insured's name, which must match that on this Agreement;
 - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of Owner Parties;
 - f. Amount of any deductible or self-insured retention in excess of \$25,000;
 - g. Designated Construction Project(s) General Aggregate Limit;
 - h. Primary and non-contributory status;
 - i. Waivers of subrogation; and
 - j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
 - v. Copies of the following shall also be provided:
 - a. General Liability Additional insured endorsement(s);
 - b. General Liability Schedule of Forms and Endorsements page(s);and
 - c. 30 Day Notice of Cancellation endorsement applicable to all required policies.
- F. Contractor Insurance Representations to Owner Parties.
- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Contractor in

support of the Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.

- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the Owner, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction
- iv. Agreement.

G. Insurance Requirements of Contractor's Subcontractors.

- i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

H. Use of the Owners Equipment.

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use. If the Contractor or any of its agents, employees, subcontractors or suppliers utilize any of the Owners equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Contractor shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.

I. Release and Waiver.

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

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ATTACHMENT A
WAGE DETERMINATION DECISION

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General Decision Number: TX180122 01/05/2018 TX122

Superseded General Decision Number: TX20170122

State: Texas

Construction Type: Heavy

Counties: Andrews, Borden, Brewster, Crane, Crockett, Dawson, Edwards, Gaines, Glasscock, Howard, Hudspeth, Jeff Davis, Loving, Martin, Presidio, Reagan, Reeves, Sutton, Terrell, Upton, Val Verde and Winkler Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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 01/05/2018

SUTX2009-123 04/21/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.00	0.00
LABORER: Common or General.....	\$ 9.00	0.00
LABORER: Pipelayer.....	\$ 10.65	0.00
OPERATOR: Backhoe/Trackhoe.....	\$ 14.00	0.00
OPERATOR: Bulldozer.....	\$ 14.25	0.00
OPERATOR: Front End Loader.....	\$ 11.52	0.00
TRUCK DRIVER.....	\$ 10.80	0.26

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

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

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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 Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

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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.

A. 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 regulations issued 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 equivalents 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 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 be easily 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 therefor 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 1215-0140.)

(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 1215-0140.)

(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 1215-0140.)

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 the work, all or part of the wages required by the contract, 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 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 cost 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) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request 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 contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission

to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 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 provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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(2) That each laborer or 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 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 subparagraph 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 subparagraph 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 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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in 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 or its designee, 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 CFR 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.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 provisions of this Contract are applicable shall be discharged or in any other manner discriminated 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.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 the individual 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 40 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, in the sum of \$25 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 sub paragraph (1) of this paragraph.

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(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 moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, 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 subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

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

(2) 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, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The MBB Construction inc does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) MBB Construction inc

(Address) P.O. box 522

Castroville TX 75007
City State Zip

Telephone Number (830) 426 - 1168 Voice
() _____ - _____ TDD

Michael Brawly has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

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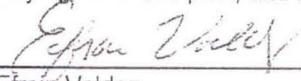
A1002

Val Verde County Section 3 Policy

In accordance with 12 U.S.C. 1701u Val Verde County agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As an officer and representative of Val Verde County, I the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



Efrain Valdez
Val Verde County Judge

June 27, 2018

Date

09/01/2017

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE
MGB Construction inc	10-9-18
	PROJECT NUMBER (if any)
C/O	PROJECT NAME
	Prisono booster station

1. The undersigned, having executed a contract with Valverde County for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
	MGB Construction inc
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Michael Brawly	president	297 CR 4631 Hondo TX
Kimberly Brawly	secretary	273 CR 4631 Hondo TX

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A1001

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**
Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

9. **Are any in-service training programs provided for staff to update the EEO policy?**
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.
10. **What recruitment efforts are made for Section 3 residents, minorities and women?**
The construction contractor must notify, both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.
11. **Are any measures taken to encourage promotions for minorities and women?**
Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.
12. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**
Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.
13. **Can women be excluded from utilizing any facilities available to men?**
No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.
14. **What efforts should be utilized to include minority and female contractors and suppliers?**
Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.
15. **If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**
No, the construction contractor is responsible for its own compliance.
16. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**
No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.
17. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**
The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

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Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: a. initial filing <input type="checkbox"/> b. material change
1. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if Known: MGB Construction Inc. P.O. Box 522 Castroville TX 78009 Congressional District, if known:	2. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
3. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: <u>7216075</u>	
4. Federal Action Number, if known:	9. Award Amount, if known: \$ <u>183,515.00</u>	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Michael Braulty</u> Print Name: <u>Michael Braulty</u> Title: <u>president</u> Telephone No.: <u>830-426-1168</u> Date: <u>10-9-18</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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CONTRACTOR'S LOCAL OPPORTUNITY PLAN

MGB Construction, Inc. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Val Verde County.

- A. To ascertain from the County's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of MGB Construction, Inc., we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

M. Brawley
Signature

Michael Brawley
Printed Name

president
Title

10-9-18
Date

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PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business
	1			3,000

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LM/ Residents
Laborer	3	1	0	2
Totals				

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STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 10-9-18

Bidder (Legal Name of Firm): MGB Construction inc.

Date Organized: 07

Address: P.O. Box 522 Castroville TX 78009

Date Incorporated 07

Federal ID Number: 35-2367880

Number of Years in contracting business under present name: 11

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
<u>Campwood</u>	<u>262,545.</u>	<u>Nov 18</u>

Type of work performed by your company: utility

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Have you ever failed to complete any work awarded to you? Yes No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes No
(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

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List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
Cibola	1,200,000.00	May 18

Major equipment available for this contract: backhoe truck Tractor

Are you in compliance with all applicable EEO requirements? Yes No
(If no, please attach summary of details on a separate sheet.)

Bank References: Community National bank

Address: _____ Contact Name: Holy Bayle

City & State: Costraville TX Zip: 78009 Phone Number: 830-921-3411

Credit available: \$ 160,000

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 9 day of October, 2018.


Signature

Michael Brawley president
Printed Name and Title

M&B Construction Inc.
Company Name

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NOTARY STATEMENT:

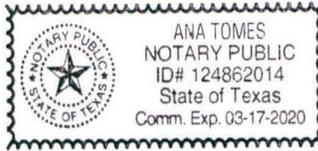
MICHAEL BRAWLEY being duly sworn, says that he/she is the PRESIDENT (Position/Title) of M&B CONSTRUCTION INC (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested by Val Verde County in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 10th day of OCTOBER, 2018.

Notary Public

Ana Tomes
Signature

ANA TOMES
Printed Name



My Commission Expires: 3/17/20

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

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CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development	
CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code) <i>MBB Construction inc. P.O. Box 522 Castroville TX 75009</i>	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned hereby certifies that: <input checked="" type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000). <input checked="" type="checkbox"/> The <u>Equal Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<i>Michael Brawley President</i>	
NAME AND TITLE OF SIGNER (Please type)	
<i>[Signature]</i>	<i>10-9-18</i>
SIGNATURE	DATE

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NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Bexar)

Ana Tomes, being first duly sworn, deposes and says that:

(1) He/She is Michael Brawdy of MGB Construction me, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Valverde County (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

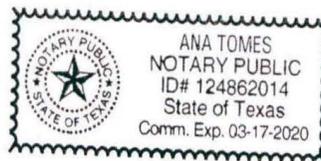
(Signed) M.B.P.

president
Title

Subscribed and sworn to me this 10th day of October 2018

By: Ana Tomes
Notary Public

My commission expires 3/17/20



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CONTRACT SPECIAL CONDITIONS
(CHAPTER 4)

1. Temporary Project Signage

All TxCDBG construction projects utilizing TxCDBG funding must have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the community as directed by the owner. A photo of this signage must be submitted to TDA prior to the release of construction funds.

Requirements of temporary signage include:

- Placement in a prominent visible public area that is not blocked or obscured;
- Construction of durable materials;
- Minimum size of 12" x 18" with lettering no smaller than 1/2";
- Required text (or similar)*:

"This project is funded by the Texas Department of Agriculture with funds allocated by the U.S. Department of Housing and Urban Development through the Community Development Block Grant Program."

**Note: The text requirement above is satisfied by using the text in this manual. Alternate wording may be approved by TDA upon request.*

Temporary signage may be reused for future TxCDBG projects as appropriate.

2. Projects Requiring Permanent Signage

Permanent signage identifying the location as a TxCDBG-funded project is required for any TxCDBG funded public buildings, park areas, or other structures open to the public, in addition to commercial facilities funded through the TCF Real Estate program. Some examples of projects requiring permanent signage include community centers, parks/recreation facilities, fire stations, and significant improvements to existing facilities. Project signage is an eligible construction cost.

Requirements of permanent signage include:

- Placement in a prominent visible public area that is not blocked or obscured;
- Construction of permanent materials;
- Minimum size of 12" x 18" with lettering no smaller than 1/2";
- Required text:

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"This project is funded by the Texas Department of Agriculture with funds allocated by the U.S. Department of Housing and Urban Development through the Community Development Block Grant Program."

3. TDA Black Seal



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ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached construct(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature:  Date: 11/01/2018

Print Attorney's Name: Ana Markowski Smith

Texas State Bar Number: 1299 1700

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TECHNICAL SPECIFICATIONS

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SECTION I
GENERAL INFORMATION

I.1. SCOPE OF PROJECT

The work to be done under this contract includes the furnishing of all superintendence, labor, material, transportation, tools, supplies, plant equipment and appurtenances necessary for the complete construction of all improvements herein described and shown on the plans which are made a part of these specifications.

I.2. PROPOSALS AND METHOD OF BIDDING

In conjunction with these Instructions to Bidders, OWNER has issued an Advertisement for Bids for this Project. OWNER has identified its decision to utilize competitive sealed proposals for this procurement.

In addition to the submittal from Offerors in response to the criteria upon which rankings and selection will be based, Offerors are to submit pricing information in accordance with the following instruction:

1. Where the proposal consists of various major items of work, Offerors should provide prices for each item in the proposal. Should Offerors have costs for any incidental work, the costs of such work will be reflected in the unit costs of the bid items in the proposal.

I.3. WITHDRAWAL OF BIDS

After the specified time, no bid may be withdrawn for a period of ninety (90) days or until a contract is awarded, whichever occurs first.

I.4. ACCESS TO AND INSPECTION OF PROJECT SITE

Offerors may arrange for access to the Site by contacting ENGINEER at any time between publication of the advertisement and the deadline for receipt of proposals. Such access will be granted to allow Offerors to make a complete inspection and careful examination of the project site and familiarize themselves with the soil and water conditions to be encountered, construction to be projected, disposal sites for surplus materials not designated to be salvaged materials, method of providing ingress and egress to private properties, and methods of handling traffic during construction of the entire project.

By submitting a proposal, Offeror acknowledges it has inspected the site, has read and become thoroughly familiar with the plans and contract documents (including all addenda).

I.5. GEOTECHNICAL DATA

The locations of the test holes, if applicable, are shown in the Geotechnical Report. Logs of these test holes are included in the Geotechnical Report. Test holes information represents

subsurface characteristics to the extent indicated and only for the point location of the test hole. Each Offeror shall make his/her own interpretation of the character and condition of the materials which will be encountered. Each prospective Offeror may, at his/her own expense, make additional surveys and investigations as he may deem necessary to determine conditions which will affect performance of the Work.

I.6. REPLACEMENT OF MISCELLANEOUS IMPROVEMENTS

The CONTRACTOR shall repair or replace all existing utilities, water and sewer mains, fences, concrete walls, sidewalks, concrete curbs and concrete pavement, signs, culverts, asphalt pavement, building walls and attachments and other miscellaneous improvements damaged by the CONTRACTOR due to his operations on this project, to a condition equal to or better than their condition before construction, at no additional expense to the OWNER. No direct payment will be made for this item.

I.7. CLEAN-UP

The CONTRACTOR shall at all times keep the jobsite as free from all material, debris, and rubbish as is practicable and shall remove same from any portion of the job site when it becomes objectionable in the opinion of the OWNER and ENGINEER.

After construction work is completed and before final acceptance of improvements by OWNER, CONTRACTOR shall remove all debris from site of project, including all existing debris to an approved place of disposal. Temporary structures, forms, equipment, objectionable rocks, concrete and other debris shall be removed in such manner as to leave the site of work in a neat and presentable condition throughout, and restore in an acceptable manner all property damaged in the progress of this work.

No direct payment will be made for clean-up.

Materials cleared from project shall not be deposited on adjacent public or private property without written permission of the property owner thereof filed with ENGINEER. Any materials so deposited shall be leveled and left in a condition satisfactory to the OWNER.

I.8. EXCAVATION

Excavation in this Contract shall be unclassified and shall not be included as a separate charge by unit item or scheduled value as all excavation is associated with other work. There is no separate pay item under this Contract for excavation and its cost shall be included in such pay items as are provided in the Contract and proposal.

I.9. EXISTING UTILITIES

Existing surface and subsurface structures (gas mains, water mains, sewer mains, storm sewers, telephone cables, sprinkler systems, etc.) are shown on the plans if their location has been determined, but it shall be the responsibility of the CONTRACTOR to avoid damaging these existing structures regardless of whether they are shown on the plans. The OWNER assumes no responsibility for failure to show any or all of these structures on the plans or to

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show them in their exact location. It is mutually agreed that such failure to show these structures will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever. The CONTRACTOR expressly assumes responsibility for locating, protecting, and constructing the Project without damage to existing underground utilities and structures. If any structure is damaged by the CONTRACTOR, it shall be his responsibility to repair the damage at his own expense and restore the structure to its intended and fully functional use.

CONTRACTOR shall locate and determine (verify if depth is shown on plans) elevation of all existing underground utilities a minimum of 500 feet ahead of trenching. If a utility is found to be in conflict with proposed grades, the ENGINEER shall be contacted and grades adjusted to avoid conflict. CONTRACTOR expressly waives any claims for additional compensation related to measures taken or accommodations and changes made to the Work as a result of such conflict avoidance.

The OWNER will provide liaison with property owners and the limited information it has concerning locations, sizes, materials, etc. of existing utilities or structures, but any delays or investigations required of the CONTRACTOR shall be deemed incidental to the project.

The CONTRACTOR shall call "One Call" and/or any other locating service or hotline to have all underground utilities marked before beginning any excavation or other activity that may conflict with buried structures.

I.10. NOTICES TO OWNERS AND AUTHORITIES WHEN EXCAVATING

Utilities and other concerned agencies shall be notified at least 48 hours prior to excavating near underground utilities or pole lines or in accordance with the utilities, "One Call", and concerned agencies' regulations. It shall be the CONTRACTOR's responsibility to confirm if OWNER's utilities are on the "One Call" system.

I.11. PRECONSTRUCTION CONFERENCE

After award and execution of a contract between the OWNER and CONTRACTOR, a formal preconstruction conference will be held in prior to commencement of the work. This conference will include review of technical specifications in order to insure clarity as to the type of construction machinery to be used, construction methods to be used, and materials to be used, obligations of both the CONTRACTOR and the Owner's representative, personnel, safety, issues/requirements, permitting requirements, payment requests, construction scheduling, surveying, progress meetings, control of the project, guaranty/warranty, and the method of inspection and decision-making to be used during this project.

I.12. CONSTRUCTION WORKING HOURS

The CONTRACTOR shall submit to the OWNER and ENGINEER prior to the preconstruction conference a construction schedule which shall meet the OWNER and ENGINEER's approval before construction can begin.

Generally, the CONTRACTOR shall perform all construction activities between 8:00 a.m. to 5:00 p.m., Monday through Friday only. However, the CONTRACTOR may be allowed to work on Saturdays, Sundays, or Legal Holidays upon the OWNER or ENGINEER's written approval. CONTRACTOR shall be responsible for paying all costs, fees, etc. related to Owner's representative during hours on Saturdays, Sundays, or Legal Holidays and outside 8:00 am to 5:00 p.m. Requests must be received from the CONTRACTOR a minimum of 48 hours in advance of work outside that as stated above.

The CONTRACTOR shall keep the OWNER and the ENGINEER informed as to his construction progress. Because of traffic congestion, the CONTRACTOR may be required to schedule construction in some areas between the hours of 6:00 p.m. and 7:00 a.m. if the OWNER or ENGINEER determines it to be necessary. CONTRACTOR will be required to perform work in a fashion that will cause the least amount of inconvenience to the general public.

The CONTRACTOR may be required to finally complete portions of the project prior to proceeding with other portions. All work scheduling shall be coordinated with OWNER and approved by OWNER before work can proceed. The CONTRACTOR will be required to have someone on call 24 hours per day during the course of the project.

The following requirements shall apply to all construction areas:

1. Pavement reconstruction shall be done in half-width road sections unless approved by the ENGINEER.
2. Residence's driveways shall be accessible by vehicles at the end of each day (5:00 p.m.).

I.13. COOPERATION AND COORDINATION WITH PUBLIC

The CONTRACTOR shall conduct his work so as to cause the least amount of disruption to the public. Closing of any streets or lanes of traffic will be coordinated with OWNER and TxDOT, if applicable. All citizens along each street will be notified by the CONTRACTOR in advance of construction activities. CONTRACTOR shall submit to the OWNER an acceptable notification media such as door hangers, pamphlets, etc.

I.14. SALVAGE RIGHTS

Old valves, appurtenances of any kind, street paving materials, etc., excavated, removed, or produced during the project by the CONTRACTOR shall be delivered to the OWNER's yard, if desired by the OWNER. If the OWNER desires not to keep these materials, they shall be disposed of properly and according to current laws. CONTRACTOR shall not be entitled to additional compensation for such delivery or disposal.

I.15. DISPOSAL OF EXCAVATED MATERIALS

All excavated materials not used in backfilling will be disposed of by the CONTRACTOR at a site obtained by the CONTRACTOR and approved by the OWNER. Disposal of excavated materials shall be in accordance with all rules and regulations of the Texas

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Commission on Environmental Quality (TCEQ). Any pieces of material such as broken concrete, asphalt, or pipe measuring twelve (12") inches or larger in any dimension, shall be disposed of by the CONTRACTOR at an approved landfill or as directed by the OWNER. Spoil areas shall be leveled with a motor grader for future mowing. The CONTRACTOR shall include in his bid the cost to dispose of the materials.

All trees, stumps, slashings, brush, or other debris removed from the site prior to construction shall be removed from the property and disposed of in a manner approved by the ENGINEER and OWNER.

I.16. SANITARY FACILITIES

The CONTRACTOR shall provide sufficient chemical toilet facilities for the use of his forces. Adequacy of these facilities will be subject to the approval of the ENGINEER and maintenance of same must be satisfactory to the ENGINEER at all times. CONTRACTOR shall provide a maintenance schedule to the OWNER for approval.

I.17. STAKING FOR CONSTRUCTION

The CONTRACTOR will provide all construction staking services for the project. The cost of these services will be reflected in the unit price amount bid in the proposal.

I.18. EXCAVATION, TRENCHING, AND SHORING

All excavation, trenching, and shoring shall conform to the U.S. Department of Labor, Occupational Safety, and Health Administration Guidelines (Subpart P - Excavation, Trenching, and Shoring). The CONTRACTOR will be required to submit an excavation, trenching, and shoring plan to the ENGINEER for approval prior to construction. See Section ETS – TRENCH EXCAVATION SAFETY PROTECTION of these specifications.

I.19. BUY AMERICAN

CONTRACTOR agrees to comply with any applicable "Buy American" statutes or regulations in effect at the time for performance of the Project.

I.20. BACKFILL AND PAVEMENT REPAIR

Separate payment **WILL NOT** be made for repair of gravel surfaces crossed or damaged by the CONTRACTOR's work. However, separate payment **WILL** be made for asphaltic (or concrete) pavement repair as bid in the proposal and shown on the plans.

I.21. TESTING

All concrete work shall be tested by cylinder breaks at an approved testing laboratory. Three (3) standard test cylinders shall be taken during each continuous pour. Costs for these cylinder breaks will be borne by the CONTRACTOR.

Density tests will be taken of the CONTRACTOR's finished subgrade, each base course lift, and asphalt at 200' intervals along the length of streets. Costs for the subgrade and base course densities will be per the bid item in the proposal. The cost for the asphalt densities will be borne directly by the CONTRACTOR. Densities by a nuclear density gauge will be accepted for asphalt testing. The cost of retesting cause by failure of initial test will be paid by the CONTRACTOR. Any other materials, testings and batch designs required by these specifications will be paid by the CONTRACTOR.

All testing of materials required under these specifications shall be performed by an approved agency for testing materials. The nomination of the laboratory and the payment for such services shall be made by the CONTRACTOR. The ENGINEER shall approve the laboratory nominated to do the testing of material.

1. Equipment:

- a. As conditions permit, the CONTRACTOR shall furnish all materials, labor, and equipment required for preliminary field-testing of any equipment to be furnished.
- b. Upon completion of the work and prior to final acceptance and payment, all equipment to be furnished shall be tested as specified or required to insure compliance with the Plans and Specifications.
- c. Should the equipment tested either for preliminary or final tests not comply with the requirements as set forth on the plans or in the specifications, the CONTRACTOR shall make the necessary changes and adjustments, or replacements as may be required.
- d. All costs for testing of equipment shall be borne by the CONTRACTOR.

2. Concrete:

- a. Testing and control of concrete to be used in the work shall be done by a commercial laboratory employed and paid for by the CONTRACTOR.
- b. The CONTRACTOR shall furnish the concrete and concrete materials for such testing at his expense, as provided hereinafter in these specifications.

3. HMAC:

- a. Testing and design of hot mix asphaltic concrete (HMAC) shall be performed by an independent laboratory employed and paid for by the CONTRACTOR.
- b. The CONTRACTOR shall furnish all labor and materials necessary for such testing at his expense, as provided in these specifications.
- c. As a minimum, the CONTRACTOR shall perform one (1) sample (three (3) test specimens) for determination of Proctor density and stability and one (1) sample for determination of proportioning of materials. These samples shall be taken during HMAC construction activities.

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4. Density:
 - a. Testing of subgrade, fill, and/or backfill layers shall be performed by an independent geotechnical testing agency employed and paid for by the CONTRACTOR per the bid item in the proposal.
 - b. The CONTRACTOR shall furnish all labor and materials necessary for such testing at his expense, as provided in these specifications.
 - c. CONTRACTOR shall proceed with subsequent work only after test results for previously completed work comply with requirements.
 - d. All failed tests shall be retested by the CONTRACTOR at the CONTRACTOR's expense.

I.22. QUALITY CONTROL

General:

1. CONTRACTOR shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents. The CONTRACTOR is solely responsible for maintaining that the quality of work is in accordance with the Contract Documents. The CONTRACTOR shall be responsible for the notification and scheduling required to ensure that a certified technician from the testing laboratory is present during all sampling and testing procedures required in the Contract Documents. The CONTRACTOR shall not proceed with construction work requiring such testing without the presence of the laboratory's certified technician. The OWNER, at his option, may perform additional tests as quality monitoring. Quality monitoring activities of the OWNER and ENGINEER, or failure on the part of the OWNER or ENGINEER to perform tests on constructed works, in no way relieves the CONTRACTOR of the obligation to perform work and furnish materials conforming to the Contract Documents.

CONTRACTOR's Responsibilities:

1. Control the quality of work produced and verify that the work performed meets the standards of quality established in the Contract Documents.
 - a. Inspect and verify conformance of all materials furnished and work performed, whether by the CONTRACTOR, its subcontractors or its suppliers.
 - b. Provide and pay for the services of a testing laboratory approved by Engineer to insure that products proposed for use fully comply with the Contract Documents.
 - c. Perform tests as indicated in this and other sections of the specifications. Schedule the time and sequence of testing with the OWNER and ENGINEER. Testing is to be observed by the ENGINEER or OWNER.
 - d. Promptly replace any defective materials and/or construction work incorporating defective materials or workmanship.

- e. Provide Certified Test Reports as required. Reports are to indicate that materials and construction are in compliance with the Contract Documents.
2. Assist the OWNER, and OWNER's testing organization to perform quality monitoring activities.

Quality Monitoring Activities by Engineer:

1. Quality Monitoring activities of the OWNER through their own forces or through contracts with materials testing laboratories and survey crews are for the OWNER's use in monitoring the results of the CONTRACTOR's work and quality control activities, if deemed necessary by the OWNER.
2. The Quality Monitoring activities of the Owner DO NOT relieve the CONTRACTOR of its responsibility to provide testing in accordance with the requirements of the Contract Documents or to provide materials and construction work complying with the Contract Documents.

Submittals:

1. Submittals shall be in accordance with Section B – SPECIAL INSTRUCTIONS and shall include:
 - a. The name of the proposed primary and secondary testing laboratories along with documentation of qualifications, a list of tests that can be performed, and a list of the certified laboratory technicians and the licensed engineers who will be performing the sampling and testing for the Construction Work along with their certifications and licenses.
 - b. Test reports per Test Reports Paragraph of this supplementary condition.

Standards:

1. Provide a testing laboratory that complies with the ASTM (American Society of Testing Materials) and/or ACIL (American Council of Independent Laboratories) "Recommended Requirements for Independent Laboratory Qualifications", or other specified testing organizations.
2. Perform tests listed in the specifications.

Delivery and Storage:

1. Handle and protect test specimens of products and construction materials at the construction site in accordance with ASTM or other applicable testing procedures.

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Verification Testing:

1. Provide verification testing when tests performed by the OWNER indicate that materials or the results of construction activities are not in conformance with Contract Documents.
2. Verification testing is to be provided at the CONTRACTOR's expense to verify products or constructed works are in compliance after corrections have been made.
3. Tests must comply with recognized methods or with methods recommended by the ENGINEER's testing laboratory and approved by the ENGINEER and OWNER.

Test Reports:

1. Test reports are to be prepared for all tests.
 - a. Tests performed by testing laboratories may be submitted on their standard test report forms. These reports must include the following:
 - i. Name of the OWNER, project title and number, equipment installer and general contractor.
 - ii. Name of the laboratory, address, and telephone number.
 - iii. Name and signature of the certified laboratory personnel performing the sampling and testing.
 - iv. Date and time of sampling, inspection, and testing.
 - v. Date the report was issued.
 - vi. Description of the test performed.
 - vii. Weather conditions and temperature at time of test or sampling.
 - viii. Location at the site or structure where the test was taken.
 - ix. Standard or test procedure used in making the test.
 - x. A description of the results of the test.
 - xi. Statement of compliance or non-compliance with Contract Documents.
 - xii. Interpretations of test results, if appropriate.
2. Distribute copies of the test reports to:

	No. of Copies
OWNER	2
ENGINEER	1
CONTRACTOR	1

Non-Conforming Work:

1. CONTRACTOR shall promptly correct any work that is not in compliance with the Contract Documents and shall immediately notify the ENGINEER and OWNER when the corrective work will be performed.

2. Payment for non-conforming work shall be withheld until such work is corrected or replaced with work complying with the Contract Documents.

I.23. PUMPING, BAILING AND DRAINING

The CONTRACTOR shall immediately remove all surface or seepage water from sewers, drains, ditches, and other sources which may accumulate during the excavation and construction work by providing the necessary underdrains or otherwise and by doing the necessary pumping, bailing or draining. The CONTRACTOR shall have available at all times sufficient equipment in proper working order for doing the work herein required. All water removed from excavations shall be disposed of in an approved manner so as to not create unsanitary conditions nor to interfere unduly with the use of streets, private driveways, or entrances. Pumping, bailing, draining, underdrains, ditches, etc., shall be considered as incidental work and will not be paid for as separate items, but their cost shall be included in the contract prices bid in the Proposal for the various units of excavation measure.

I.24. BARRICADES AND DANGER SIGNALS

Where the work is carried on, in or adjacent to any street, alley, or public place, the CONTRACTOR shall, at his own cost and expense, furnish and erect barricades and/or fences, lights and/or danger signals, and take any other steps necessary, for the protection of persons or property. Barricades shall be painted with a reflectorized paint or scotchlite tape. From sunset to sunrise, the CONTRACTOR shall furnish and maintain lights at each barricade. Barricades shall be erected to endeavor to keep vehicles from being driven on or into any work under construction.

The CONTRACTOR will be held responsible for all damage to the work due to the failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the ENGINEER may order the damaged portion immediately removed and replaced by the CONTRACTOR at his cost and expense. The CONTRACTOR's responsibility for the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the project has been accepted by the ENGINEER.

The CONTRACTOR shall meet all applicable local, state, and federal regulations for barricades and danger signals.

I.25. SAFETY

CONTRACTOR shall place the highest priority on health and safety, and shall maintain a safe working environment during performance of the Work. The site shall be considered to be drug and alcohol free and such policy will be strictly enforced. All employees shall adhere to these policies while on site. CONTRACTOR shall comply, and shall secure compliance by its employees, agents, and lower-tier CONTRACTOR's, with all applicable health, safety, and security laws and regulations including, without limitation, federal, state and local laws and regulations, any health and safety plans issued by the ENGINEER as well as all policies and regulations of the OWNER. Compliance with such requirements shall represent the minimum standard required of CONTRACTOR. CONTRACTOR will be performing Work on the OWNER's property.

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CONTRACTOR agrees to furnish protective devices and clothing as required by applicable laws, regulations, health and safety plans and OWNER rules and regulations, and to ensure that such devices or clothing are properly used by its employees, agents, lower-tier Contractors and other invitees of CONTRACTOR at the jobsite. Safety protection is required at all times while working onsite including a hardhat and a high visibility, tear-off reflective vest.

I.26. PROJECT MAINTENANCE

The CONTRACTOR shall maintain and keep in good repair the improvements covered by these plans and specifications during the life of his contract. Existing improvements shall at all times be protected by the CONTRACTOR during the construction of the work as specified herein. All such improvements shall be left in a condition equal to that prior to start of construction.

I.27. PROPERTY LINES AND MONUMENTS

The CONTRACTOR shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed, shall be reset at the expense of the CONTRACTOR.

I.28. OFF-SITE STORAGE

Off-site storage for any materials and equipment not incorporated into the Work but included in the Applications for Payment shall not be allowed.

I.29. CONNECTIONS TO EXISTING FACILITIES

Unless otherwise specified or indicated, the CONTRACTOR shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone and electric. The CONTRACTOR shall give the OWNER or owning utility written notice seven (7) days in advance of making all connections. In each case, the CONTRACTOR shall receive written permission from the OWNER or the owning utility prior to undertaking connections. The CONTRACTOR shall protect facilities against deleterious substances and damage.

Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock) if necessary to complete connections in the minimum time. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

I.30. CONNECTIONS TO EXISTING PIPELINES

All connections to existing piping shall be made using joints and/or fittings suitable for the conditions encountered. The CONTRACTOR shall field-verify the location, pipe material, and connection requirements of all existing pipe before ordering any new piping to be installed under this contract.

I.31. DEWATERING

The CONTRACTOR shall at his own expense remove any water that may be encountered during the course of the work, by pumping, well pointing, or other approved methods. The water shall be stored in a storage tank provided by the CONTRACTOR and disposed of in accordance with all applicable State rules and regulations. Newly placed concrete or grout shall be adequately protected from possible damage resulting from groundwater or from handling and disposal of water.

All surface drainage or natural waterways shall be controlled by dikes or ditches without damage to adjacent property or structures and without interference with the right of either public or private owners.

I.32. EXISTING STRUCTURES/EQUIPMENT

Exact dimensions of existing structures, buildings, equipment roads, utility locations, etc. shown on the plans have not been field verified by the ENGINEER. Prior to submittal preparation by the CONTRACTOR, or construction activities as applicable, all dimensions of these existing items shall be verified by the CONTRACTOR in the field. It shall be the CONTRACTOR's responsibility to field verify all field dimensions.

I.33. MANUFACTURER'S CERTIFICATES

All manufacturers' certificates required herein are to be furnished by the CONTRACTOR at his own expense.

I.34. DETAIL PLANS

Detail plans for construction are furnished herewith and made a part of these specifications, the same as if they were written herein.

I.35. TREE DAMAGES

The protection of existing trees within the right-of-way and on private property is the essence of the contract. For each tree that any work shall damage or destroy, the amount per tree shall be \$500.00. This will be deducted from the monies due the CONTRACTOR, not as a penalty but as liquidated damages. In addition the CONTRACTOR shall replace the tree with a caliper-inch to caliper-inch replacement.

This sum of money thus deducted for such failure to protect the trees is not to be considered as a penalty, but it shall be deemed, taken and treated as reasonable liquidated damages, since it would be impractical and extremely difficult to fix the actual damages and the OWNER may withhold from the CONTRACTOR's compensation such sum as liquidated damages.

I.36. MATERIALS

The CONTRACTOR shall furnish all materials for a complete job as shown on the plans and as required by the specifications.

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I.37. COPIES OF PLANS AND SPECIFICATIONS

Four (4) sets of the Plans and the Specifications shall be furnished to the CONTRACTOR, without charge, for construction purposes. Additional copies may be obtained from the ENGINEER at actual reproduction cost. One (1) additional set of plans shall be marked and returned to the ENGINEER as "RECORD" drawings.

I.38. MATERIALS AND WORKMANSHIP

The CONTRACTOR shall furnish all materials for a complete job as shown on the plans and as required by the specifications.

No material which has been used by the CONTRACTOR for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the ENGINEER.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the OWNER to discriminate against an equal product or another manufacturer, but rather to set a definite standard of performance and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the article or process is equal, in the opinion or judgment of the ENGINEER, to the article or process specified by name. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions are used in the specifications, the material, manufactured article or process specifically designated shall be used unless a substitute shall be approved in writing by the ENGINEER, and the ENGINEER shall have the right to require the use of such specifically designated material, article or process.

The CONTRACTOR should note that his bid will be based on the material, manufactured article or process specifically designated in the specifications.

I.39. ABBREVIATIONS

Wherever the abbreviations defined herein occur on the plans, in the specifications, contract, bonds, advertisement, proposal, or in any other document or instrument herein contemplated or to which the specifications apply or may apply, the intent and meaning shall be as follows:

A.A.S.H.O.	American Association of State Highway Officials	In. or "	Inch or Inches
		Lin.	Linear
A.S.T.M.	American Society for Testing Materials	Lb.	Pound
A.W.W.A.	American Water Works Association	M.H.	Manhole
		Max.	Maximum
		Min.	Minimum
Asph.	Asphalt	Mono.	Monolithic
Ave.	Avenue	No.	Number
Blvd.	Boulevard	%	Percent
D.I.	Ductile Iron	P.S.I.	Pounds per square inch
C.L.	Centerline	P.V.C.	Polyvinyl Chloride