

## 2.4 SITE GEOLOGY

As shown on the Geologic Atlas of Texas, Del Rio Sheet, the site is located in an area where the **Uvalde Gravel (T-Qu)** formation is overlying the **Salmon Peak Limestone (Ksa)** formation. The Uvalde gravel is composed of caliche-cemented gravel. Boulders up to 1 foot in diameter can be encountered in this formation. The Uvalde Gravel formation can have a thickness of approximately 30 feet. The Salmon Peak Limestone formation is composed of granular limestone with chert and shell fragments. The formation has been recorded to have a thickness of about 310 feet and is white in color.

## 2.5 SUBSURFACE CONDITIONS

The results of the field and laboratory testing have been used to determine an anticipated generalized surface profile of the project site. The following subsurface descriptions are of a generalized nature to highlight the major subsurface stratification features and material characteristics.

Hard limestone was encountered at the ground surface and extended to the boring termination depth of 30 feet below existing ground. Gravel was observed within the top 2 feet of material at the site. Standard Penetration Tests (SPT) performed in the field had N-values exceeding 50 blows per 6-inches of penetration. A summary of the laboratory tests performed on the recovered samples is shown in the table below.

TABLE 2.4: GENERALIZED SOIL PROFILE

Layer	Depth of Layer (ft)		Soil Type	$\omega$ (%)	LL (%)	PI	% Pass. #200
	Top	Bottom					
1	0	30	Limestone	4 – 10	31 – 40	11 – 16	18

The boring log in the Appendix include soil descriptions, stratifications, locations of the boring, and field and laboratory test data. The stratifications shown on the boring log only represent the conditions at that actual boring location. Variations will occur and should be expected across the site.

## 2.6 GROUNDWATER INFORMATION

The borings were advanced using dry drilling techniques to their full depths, enabling the possibility of detection of the presence of groundwater. Groundwater was not detected during the field exploration activities. Upon completion of drilling, the boring was backfilled with soil cuttings from the drilling operation.

#17

### 3.0 GEOTECHNICAL EVALUATION AND RECOMMENDATIONS

#### 3.1 GEOTECHNICAL DISCUSSION

The foundations being considered to provide support for a structure must satisfy three independent engineering criteria with respect to the stratigraphy at the site. One criterion is that the foundation system must be designed with an appropriate factor of safety to reduce the possibility of a bearing capacity failure of the soils underlying the foundation. The second criterion is that movement beneath the foundation system due to compression (consolidation) or expansion (swell) of the underlying soils must be within tolerable limits for the structure. The third criterion is that differential movements should be within the tolerable limits for the structure.

Expansive clays were not encountered at this site and therefore movement concerns due to moisture fluctuations of subsurface soils is not a concern. SPT tests performed on the onsite soils show that the soils have a hard strength. The bearing capacity of the soil is sufficient to support the proposed tank on a shallow foundation system. Settlement of the underlying limestone is not a concern at this site.

The encountered limestone could potentially have irregular bearing conditions during foundation excavation. Therefore, a layer of Select Fill below the foundation can provide a more uniform bearing condition.

The following design recommendations have been developed based on the previously described project characteristics and subsurface conditions encountered. If there are any changes in the project criteria, a review must be made by PSI to determine if any modifications in the recommendations will be required. The findings of such a review would be presented in a supplemental report. Once final design plans and specifications are available, a general review by PSI is recommended to verify that the earthwork and foundation recommendations are properly interpreted and implemented within the contract documents.

#### 3.2 POTENTIAL VERTICAL MOVEMENT OF EXPANSIVE SOILS

PSI has conducted laboratory testing on the soils to estimate the expansive soil potential with soil moisture variations. These soil moisture variations are based on historical climate change data. Determining the soil potential for shrinking and swelling, combined with historical climate variation, aids the engineer in quantifying the soil movement potential of the soils supporting the floor slab and shallow foundations. The Texas Department of Transportation (TxDOT) method TEX-124-E was used to approximate the Potential Vertical Movement (PVM) for this location.

Based on laboratory testing results and the TEX-124-E method, the potential vertical movement within the proposed project area was approximated to be **less than ¼-inch**.

#### 3.3 EARTHWORK RECOMMENDATIONS

Based on information provided to PSI, information obtained during the field operations, results of the laboratory testing, and PSI's experience with similar projects, recommendations for a shallow mat foundation for the proposed storage tank are included in this report. A minimum 12-inches of compacted Select Fill should be provided below the proposed tank mat foundation.

Foundation pad improvement should consist of undercutting the onsite soils to provide a minimum of 12-inches of Select Fill below the proposed mat foundation. Upon reaching desired undercut



depth, the exposed soils should be proof-rolled prior to placement of Select Fill. The earthwork recommendations for the storage tank foundation is provided in the table below.

**TABLE 3.1: FOUNDATION EARTHWORK RECOMMENDATIONS**

Application	Storage Tank Foundation area
Site Stripping Removal	Upper 6 inches of organics and deleterious material including debris to expose clean subgrade
Undercut Depth	As required to provide a minimum 12-inches of Select Fill beneath foundation.
Proof-Rolling Requirements	The exposed subgrade should be proof-rolled with construction equipment weighing at least 20 tons. Soils that are observed to rut or deflect excessively under the moving load should be removed and replaced with properly compacted select fill materials.
Exposed Subgrade Treatment	Proof-roll
Select Fill Thickness	<b>12-inches</b>
Select Fill Material	TxDOT Item 247 (Crushed Limestone Material) Type A Grade 1-2
Maximum Loose Lift Thickness	8 inches
Time Between Subgrade Preparation and Select Fill Placement	Less than 48 hours

**3.3.1 COMPACTION AND TESTING REQUIREMENTS FOR FOUNDATION PAD AREAS**

The following table outlines foundation pad compaction requirements in consideration of appropriate vertical movement reduction method.

**TABLE 3.2: COMPACTION REQUIREMENTS RECONDITIONING METHOD**

Material	Test Method for Density Determination	Percent Compaction	Optimum Moisture Content	Testing Requirement
Select Fill	ASTM D 1557	≥ 95%	-1 to +3%	1 per 5,000 SF; min. 3 per lift

#17

**3.4 SHALLOW MAT FOUNDATION RECOMMENDATIONS**

PSI recommends that the proposed storage tank be supported on a shallow mat foundation. The following table provides parameters for use in the design of a shallow mat foundation.

**TABLE 3.3: SHALLOW MAT FOUNDATION DESIGN PARAMETERS**

Minimum Embedment	1 foot below adjacent grade
Allowable Bearing Pressure	<b>3,500 psf</b> if bearing on minimum 12-inches of Select Fill
Approximate Settlement	½ inch
Modulus of Subgrade Reaction ( $k_1$ )	<b>250 pci</b> if bearing on minimum 12-inches of Select Fill
Sliding Resistance (ultimate)	Utilize a coefficient of friction of 0.35 between the base of the foundation element and underlying material
Passive Resistance (ultimate)	An equivalent fluid weighing 120 pcf may be used to resist lateral forces
Uplift Resistance (ultimate)	Utilize the weight of the foundation concrete. The ultimate uplift resistance can be based on effective unit weights of 150 pcf for concrete.
Exposed Subgrade Treatment	Free of soft/loose soil, wet materials, and debris. The Geotechnical Engineer's representative should observe the bearing surface prior to foundation placement.

**3.5 SITE SEISMIC DESIGN RECOMMENDATIONS**

For the purposes of seismic design, based on the encountered site conditions and local geology, PSI interpreted the subsurface conditions to satisfy the **Site Class C** criteria for use at this site as defined by the International Building Code (IBC). The site class is based on the subsurface conditions encountered at the soil borings, the results of field and laboratory testing, experience with similar projects in this area, and considering the site prepared as recommended herein. The table below provides recommended seismic parameters for the project based on the 2015 edition of the IBC.

**TABLE 3.4: RECOMMENDED DESIGN SEISMIC PARAMETERS**

Seismic Parameter	IBC 2015
0.2 sec ( $S_s$ )	0.048g
1.0 sec ( $S_1$ )	0.021g
Site Coefficient 0.2sec, $F_a$	1.2
Site Coefficient 1.0 sec, $F_v$	1.7
0.2 sec ( $S_{DS}$ )	0.038g
1.0 sec ( $S_{D1}$ )	0.024g



#### 4.0 CONSTRUCTION CONSIDERATIONS

PSI should be retained to provide observation and testing of construction activities involved in the foundations, earthwork and related activities of this project. PSI cannot accept any responsibility for any conditions which deviate from those described in this report, nor for the performance of the foundations if not engaged to also provide construction observation and materials testing for this project. The PSI geotechnical engineer of record must also be engaged by the Design Team, even if periodic on-call testing is contracted with PSI Construction Services.

Having the Geotechnical Engineer retained to review the earthwork recommendations in the Contract Documents and be an active participant in team meetings near the time of construction can often result in project cost savings. **The geotechnical engineer can assess soil moisture conditions at the time of construction more accurately by knowing the location of the structure, surrounding flatwork, pavements, planned landscaping, and drainage features often resulting in less risk and project cost savings.**

##### 4.1 INITIAL SITE PREPARATION CONSIDERATIONS

Grade adjustments outside of the foundation pad areas can be made using Select Fill or general fill materials. The clean excavated onsite soils may also be reused in areas not sensitive to movement.

TABLE 4.1: SUBGRADE PREPARATION FOR NON-STRUCTURAL - GENERAL FILL

Minimum Undercut Depth	6 inches or as needed to remove roots, organic and/or deleterious materials
Exposed Subgrade Treatment	Proof-roll with rubber tired vehicle weighing at least 20 tons. A representative of the Geotechnical Engineer should be present during proof-roll.
Proof-Rolled Pumping and Rutting Areas	Excavate to firmer materials and replace with compacted general or select fill under direction of a representative of the Geotechnical Engineer
General Fill Type	Clean material free of roots, debris and other deleterious material with a maximum particle size of 4 inches
Maximum General Fill Loose Lift Thickness	8 inches

TABLE 4.2: FILL COMPACTION REQUIREMENTS OUTSIDE OF STRUCTURE AREAS

Location	Material	Test Method for Density Determination	Percent Compaction	Optimum Moisture Content	Testing Requirement
Outside of Structure Areas	General Fill	ASTM D 698	≥ 95%	0 to +4%	1 per 10,000 SF; min. 3 per lift

##### 4.2 FOUNDATION EXCAVATION OBSERVATIONS

The foundation excavations should be observed by a representative of PSI prior to reinforcing steel or concrete placement to assess that the foundation materials are consistent with the materials discussed in this report. This is especially important to identify the condition and acceptability of the exposed subgrades under the foundation. Soft or loose soil zones encountered at the bottom of the foundation excavations should be removed to the level of competent soils as directed by the

#17

Geotechnical Engineer. Cavities formed as a result of excavation of soft or loose soil zones should be backfilled with compacted select fill or lean concrete.

After opening, excavations should be observed and concrete placed as quickly as possible to avoid exposure to wetting and drying. Surface run-off water should be drained away from the excavations and not be allowed to pond. If excavations must be left open an extended period, they should be protected to reduce evaporation or entry of moisture.

#### 4.3 DRAINAGE CONSIDERATIONS

Water should not be allowed to collect in or adjacent to foundation excavations, on foundation surfaces, or on prepared subgrades within the construction area either during or after construction. Proper drainage around grade supported sidewalks and flatwork is also important to reduce potential movements. Excavated areas should be sloped toward one corner to facilitate removal of any collected rainwater, groundwater, or surface runoff. Providing rapid, positive drainage away from the proposed tank will reduce moisture variations within the underlying soils and will therefore provide a valuable benefit in reducing the magnitude of potential movements.

#### 4.4 EXCAVATIONS AND TRENCHES

Excavation equipment capabilities and field conditions may vary. Geologic processes are erratic and large variations can occur in small vertical and/or lateral distances. Details regarding "means and methods" to accomplish the work (such as excavation equipment and technique selection) are the sole responsibility of the project contractor. The comments contained in this report are based on small diameter borehole observations. The performance of large excavations may differ.

The Occupational Safety and Health Administration (OSHA) Safety and Health Standards (29 CFR Part 1926, Revised October 1989), require that excavations be constructed in accordance with the current OSHA guidelines. Furthermore, the State of Texas requires that detailed plans and specifications meeting OSHA standards be prepared for trench and excavation retention systems used during construction. PSI understands that these regulations are being strictly enforced, and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person", as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and Federal safety regulations.

PSI is providing this information solely as a service to the client. PSI does not assume responsibility for construction site safety or the contractor's or other parties' compliance with local, state, and Federal safety or other regulations. A trench safety plan was beyond the scope of PSI's services for this project.



## 5.0 REPORT LIMITATIONS

The recommendations submitted in this report are based on the available subsurface information obtained by PSI and design details furnished by the client for the proposed project. If there are any revisions to the plans for this project, or if deviations from the subsurface conditions noted in this report are encountered during construction, PSI should be notified immediately to determine if changes in the foundation recommendations are required. If PSI is not notified of such changes, PSI will not be responsible for the impact of those changes on the project.

The Geotechnical Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional Geotechnical Engineering practices in the local area. No other warranties are implied or expressed. This report may not be copied without the expressed written permission of PSI.

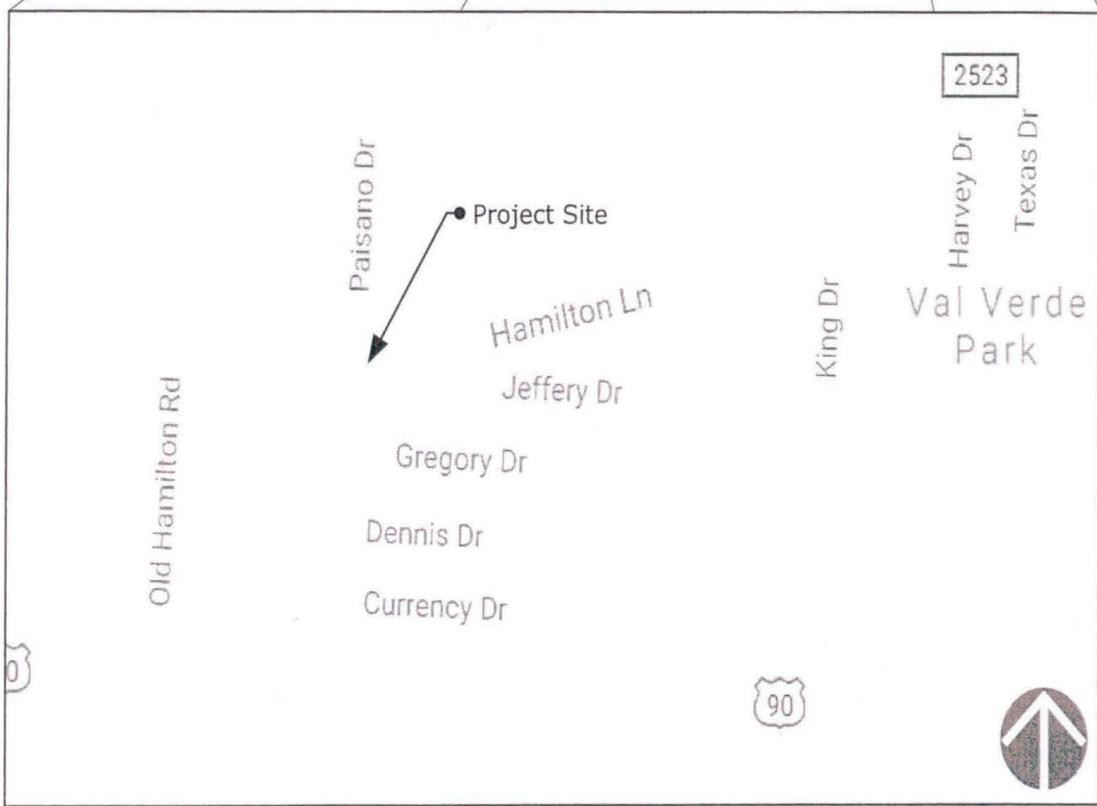
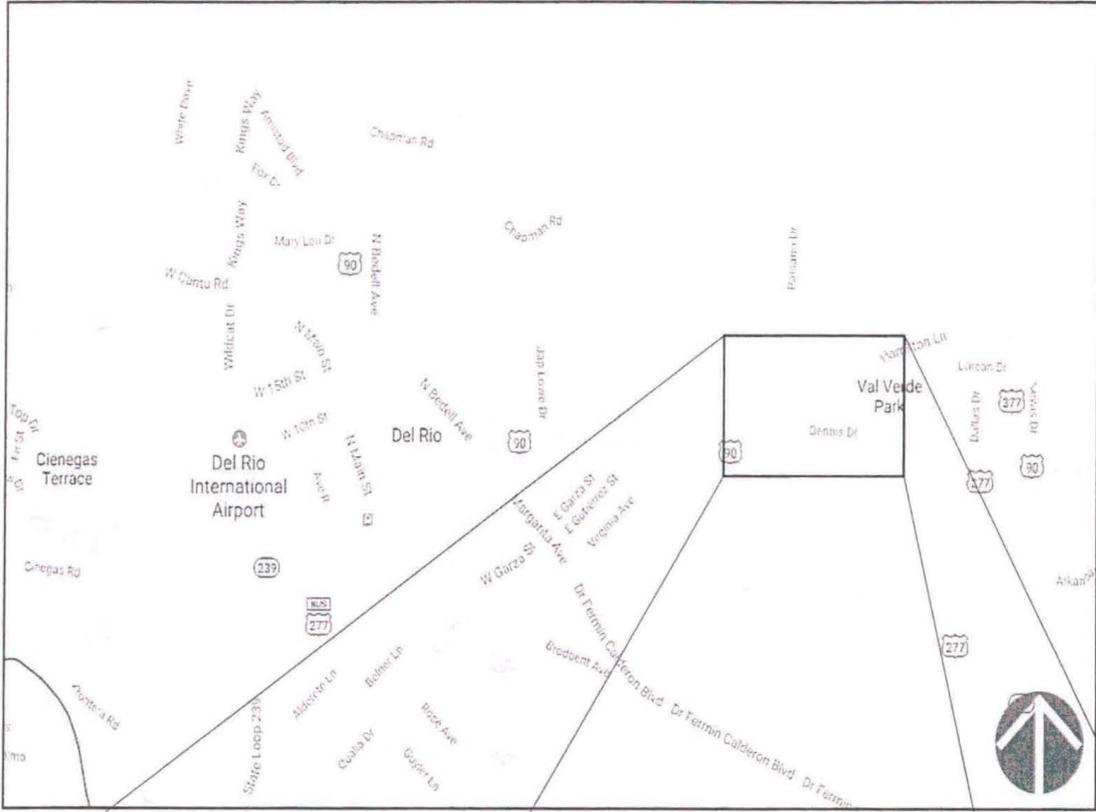
After the plans and specifications are more complete, the Geotechnical Engineer should be retained and provided the opportunity to review the final design plans and specifications to check that the engineering recommendations have been properly incorporated in the design documents. At this time, it may be necessary to submit supplementary recommendations. If PSI is not retained to perform these functions, PSI will not be responsible for the impact of those conditions on the project.

This report has been prepared for the exclusive use of TRC for specific application to the proposed Paisano Drive Booster Station to be constructed at FM 2523 and Old Hamilton Road in Del Rio, Texas.



#17

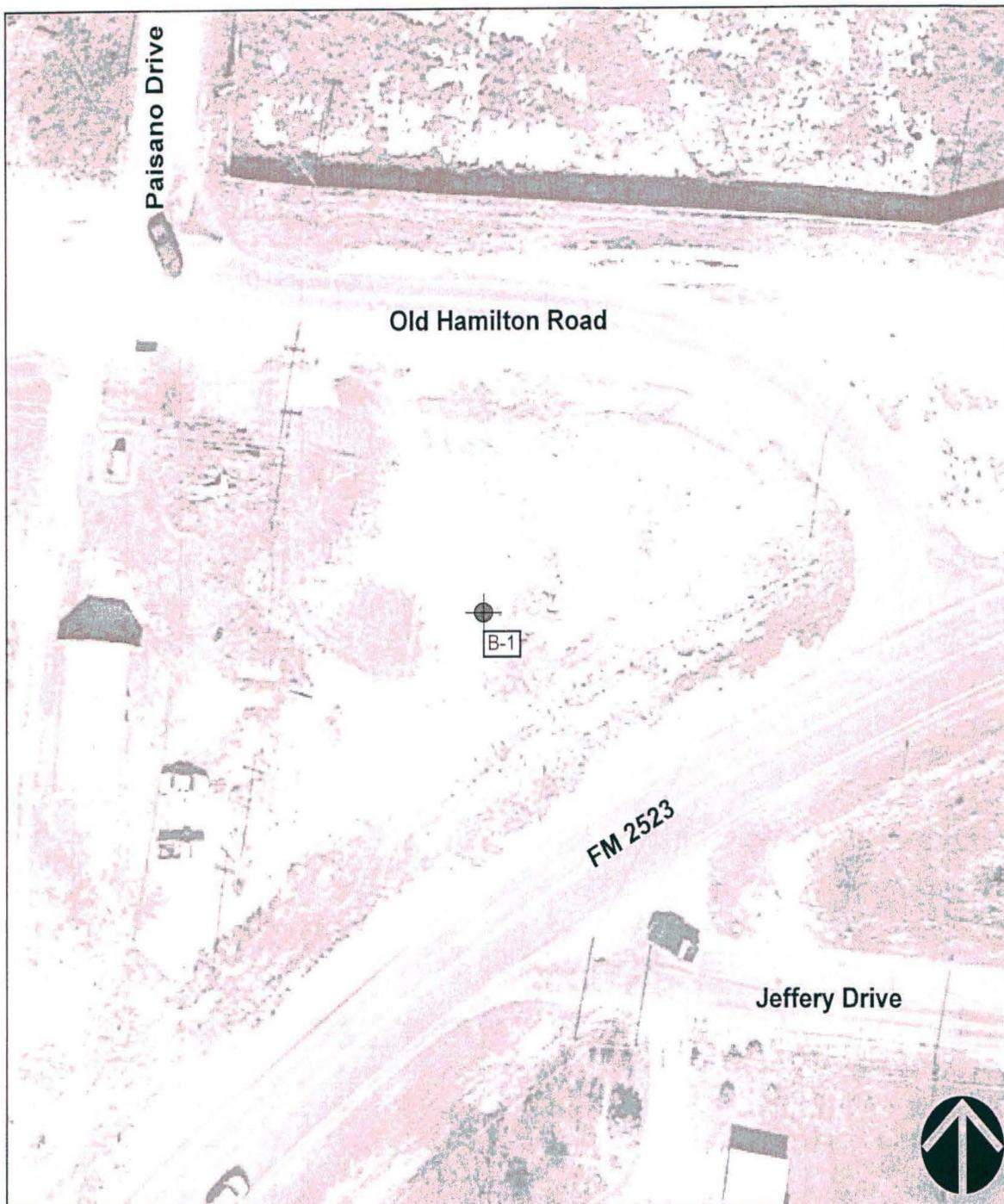
APPENDIX



	<b>Paisano Drive Booster Station</b> FM 2523 & Old Hamilton Road Del Rio, Texas	<b>SITE VICINITY PLAN</b>	
		Date August 2017	PSI Project Number 0312-1545

*Professional Service Industries, Inc.*

#17



Aerial Image obtained from Google Earth Pro.

**NOTES:**

Not to Scale  
 Boring Location is Approximate

**LEGEND:**

 Geotechnical Boring

	<b>Paisano Drive Booster Station</b> FM 2523 & Old Hamilton Road Del Rio, Texas	<b>BORING LOCATION PLAN</b>	
		Date August 2017	PSI Project Number 0312-1545
<i>Professional Service Industries, Inc.</i>			

Paisano Drive Booster Station  
 FM 2523 & Old Hamilton Rd; Del Rio, Texas  
 Project No. 0312-1547

BORING B-1

LOCATION: See Boring Location Plan

DEPTH, FT.	SYMBOL SAMPLES WATER	SOIL DESCRIPTION	MOISTURE CONTENT	% RETAINED #4	% PASSING #200	SPT (N) & TCP (T) VALUES	% REC	%RQD	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	HAND PEN (TSF) ● UNC CMP (TSF)			UNCONF. COMP. (TSF)	UNIT DRY WT. (LB/CU FT)
												2.0	4.0	6.0		
		Elevation: Not Available										PL	WC	LL		
												20	40	60		
		LIMESTONE, hard, light tan - with gravel to 2'	4	44	18	50/5"			40	24	16	X	●	●		
			5			30 50/3"						X				
5			6			50/5"						X				
			5			50/2"			31	20	11	X	●	●		
			4			50/5"						X				
10																
			10			25/0"						X				
15																
			9			38 25/0"						X				
20																
			7			25/0"						X				
25																
			5			25/0"						X				
30																
		Boring Terminated at 30'														

GEO TESTS 0312-1545.GPJ RBENNETT.GW.GDT 8/28/17

COMPLETION DEPTH: 30.0 Feet  
 DATE: 8/21/17-8/21/17

DEPTH TO GROUND WATER  
 SEEPAGE (ft.): N/A  
 END OF DRILLING (ft.): N/A  
 DELAYED WATER LEVEL (FT): N/A



# Symbol Key Sheet

## Material Symbols

	"FILL"		Clay (CH)		Sandy Clay (CL)		Silty Clay (CL)		Lean Clay (CL)
	Asphalt		Clayey Sand (SC)		Sand (SP)		Silty Sand (SM)		Gravelly Sand (SP)
	Base		Clayey Silt (ML)		Sandy Silt (ML)		Silt (ML)		Gravelly Silt (ML)
	Concrete		Clayey Gravel (GC)		Sandy Gravel (GP)		Silty Gravel (GM)		Gravel (GP or GW)
	Conglomerate		Limestone		Marl		Sandstone		Shale

### Strength of Cohesive Soils

Consistency	Undrained Shear Strength, KSF
Very Soft	less than 0.25
Soft	0.25 to 0.50
Firm	0.50 to 1.00
Stiff	1.00 to 2.00
Very Stiff	2.00 to 4.00
Hard	greater than 4.00

### Soil Plasticity

Degree of Plasticity	Plasticity Index (PI)
None	0 to 5
Low	5 to 10
Moderate	10 to 20
Plastic	20 to 40
Highly Plastic	more than 40

### Density of Granular Soils

Descriptive Term	SPT Blow Count (blows/ft)
Very Loose	less than 4
Loose	4 to 10
Medium Dense	10 to 30
Dense	30 to 50
Very Dense	more than 50

## Standard Penetration Test (ASTM D 1586) Driving Record

Note: Driving is limited to 50 blows per interval, or 25 blows for 0.25 inch advancement, whichever controls. This is done to avoid damaging sampling tools.

Blows Per Foot	Description
25	Sampler was seated 6 inches, then 25 blows were required to advance the sampler 12 inches.
75/8"	Sampler was seated 6 inches, 25 blows were required for the second 6 inch increment and the 50 blow limit was reached at 2 inches of the last increment.
Ref/2"	Sampler could only be driven 2 inches of the 6 inch seating penetration before the 50 blow limit was reached.

## Terms Characterizing Structure

Soil Terms	Description
Blocky	Contains cracks or failure planes resulting in rough cubes of material.
Calcareous	Contains appreciable quantities of calcium carbonate.
Fissured	Contains shrinkage cracks, which are frequently filled with fine sand or silt. The fissures are usually near vertical in orientation.
Interbedded	Composed of alternating layers of different soil types.
Laminated	Composed of thin layers of varying color and texture.
Nodules	Secondary inclusions that appear as small lumps about 0.1 to 0.3 inch in diameter.
Partings	Inclusion of different material less than 1/8 inch thick extending through the sample.
Pockets	Inclusion of different material that is smaller than the diameter of the sample.
Seams	Inclusion of different material between 1/8 and 3 inches thick, and extends through the sample.
Slickensided	Has inclined planes of weakness that are slick and glossy in appearance. Slickensides are commonly thought to be randomly oriented.
Streaks or Stains	Stains of limited extent that appear as short stripes, spots or blotches.
<b>Rock Terms</b>	
Bedding Plane	A surface parallel to the surface of deposition, generally marked by changes in color or grain size.
Fracture	A natural break in rock along which no displacement has occurred.
Joint	A natural break along which no displacement has occurred, and which generally intersects primary surfaces.
% Recovery	The ratio of total length of recovery to the total length of core run, expressed as a percentage.
RQD - Rock Quality Designation	The ratio of total recovered length of fragments longer than 4 inches to the total run length, expressed as a percentage.
Weathering	The process by which rock is broken down and decomposed.

## Sampler Symbols

 Flight Auger	 Core Barrel	 Disturbed Shelby Tube (3")	 No Recovery	 Grab Sample	 Undisturbed Shelby Tube (3")	 SPT Sample
--	---	--	---	---	--	--

#17

APPENDIX B  
COUNTY PROPERTY SURVEY

#17

METES AND BOUNDS DESCRIPTION FOR  
A 0.33 ACRE TRACT IN DEL RIO, TEXAS.

Situated in Val Verde County, Texas and being a 0.33 acre tract out of and part of Survey 8, Block 3, I.& G.N.RR Co., Abstract 1018, and out of and part of Block 7, Section 2, San Felipe Pastures, according to the map or plat recorded in Volume 1, Page 14, of the Map Records of Val Verde County, Texas, and more particularly described by metes and bounds as follows:

COMMENCING, in quest of a Point of Beginning, at the south line of Old Hamilton Lane in the north common corner of the southeast ¼ of Block 8, Section 2 and the southwest ¼ of Block 7, Section 2 of said San Felipe Pastures in Val Verde County, Texas;

THENCE, S 87°09'31" E, 35.10 feet along the south line of Old Hamilton lane, to a 5/8" iron pin set for the northwest corner and the Point Of Beginning (P.O.B.) of the tract;

THENCE, continuing along the south line of Old Hamilton lane, S 87°09'31" E, 209.36 feet to a 5/8" iron pin set in the northwest right-of-way line of F.M. Highway 2523 (Hamilton Lane) for a corner of this tract;

THENCE, along said right-of-way line of F.M. Highway 2523 (Hamilton Lane) with a circular curve to the left with radius of 1004.98 ft., a chord direction of S 56°57'30" W and an arch distance of 260.51 feet to a 5/8" iron pin set for a corner of this tract;

THENCE, N 03°15'35" E, 152.27 feet to the Point of Beginning.

This tract of land is a portion of the land conveyed to Val Verde County, by deed of record in Volume 99, Page 504, of the Deed Records of Val Verde County, Texas.

Del Rio, Texas, August 28, 2018

Abner Martinez-Guadarrama  
R.P.L.S. # 5009, Texas



OLD HAMILTON ROAD

**SECTION 2, NW 1/4 BLOCK 7,  
SAN FELIPE PASTURES  
VOL. 1, PG. 14, V.V.C.M.R.**

S 87° 09' 31" E. 209.36'

COMMENCING POINT

P.O.B.

Overhead Electric

Val Verde County  
Volume 99, Page 204  
Deed Records, VVC

Mobile Building

**SE 1/4 BLOCK 8,  
E PASTURES**

0.33 ACRES

R = 1004.98'  
L = 260.51'  
CH = S 56° 57' 30" W,  
259.78'

Water Line

**SECTION 2, SW 1/4 BLOCK 7,  
SAN FELIPE PASTURES  
VOL. 1, PG. 14, V.V.C.M.R.**

JEFFERY DRIVE

HAMILTON LANE  
F.M. HIGHWAY 25223

I DO HEREBY CERTIFY THAT THE PROPERTY SHOWN ON THIS PLAT, HAS BEEN SURVEYED ON THE GROUND UNDER MY SUPERVISION, THAT THE CORNERS OF THE PROPERTY HAVE BEEN SET, LEFT AS FOUND, OR REFERENCED THAT THE PROPERTY HAS ACCESS TO A DEDICATED PUBLIC ROADWAY, THAT THERE ARE NO DISCREPANCIES OR ENCROACHMENTS ON THIS PROPERTY UNLESS SHOWN, AND THAT THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

DEL RIO, TEXAS, AUGUST 28, 2018

*[Signature]*

ABNER MARTINEZ, R.P.L.S. NO. 5009



THIS PROPERTY LIES OUTSIDE AN SPECIAL FLOOD HAZARD AREA  
MAP NO. 48465 C 1755 D, REVISED JULY 22, 2010

DESCRIPTION OF PRI  
Situating in Val Verde County, Texas and being a 0.33  
Block 3, I & G.N.R.R Co., Abstract 1018, and out of and  
Pastures, according to the map or plat recorded in  
Val Verde County, Texas.

**AMISTAD CONSULTING SERVICES**  
**CIVIL - ENVIRONMENTAL - SURVEYING**  
SURVEYING FIRM • 101472-00, TEXAS  
FOR E. Gonzalez

#17

#17

## APPENDIX C

MINORITY/FEMALE GOALS AND TIMETABLES

REQUIRED FEDERAL CONTRACT PROVISIONS

AFFIDAVIT AND RELEASE OF LIEN

CONSTRUCTION CONTRACT CHANGE ORDER A505

INSTRUCTION FOR COMPLETING PAYROLL WH 347 INST.

PAYROLL FORM AND STATEMENT OF COMPLIANCE PAYROLL FORM WH 348

REQUEST OF ADDITIONAL CLASSIFICATION AND RATE FORM A705

CERTIFICATE OF CONSTRUCTION COMPLETION FORM A709

TITLE 29 LABOR PART 3

FEDERAL LABOR STANDARDS PROVISIONS HUD-4010

PART 5 LABOR STANDARDS PROVISION (DAVIS BACON)

LABOR POSTERS WITH LABOR STANDARDS OFFICER'S INFORMATION

#17

## MINORITY/FEMALE GOALS AND TIMETABLES

The female employment goal is effective as of April 1980 and is currently 6.9%. The percentages for minority participation in Texas are:

### Texarkana Area:

Texarkana & Bowie Co. 19.7  
Non-MSA Counties of Camp, Cass, Lamar, Morris, Red River & Titus 20.2

### Tyler-Longview Area:

Longview, Gregg Co. & Harrison Co. 22.8  
Tyler & Smith Co. 23.5  
Non-MSA Counties of Anderson, Angelina, Cherokee, Henderson, Marion, Nacogdoches, Panola, Rusk, San Augustine, Shelby, Upshur & Wood 22.5

### Beaumont-Port Arthur Area:

Beaumont, Port Arthur, Orange, Hardin Co., Jefferson Co., & Orange Co. 22.6  
Non-MSA Counties of Jasper, Houston, Newton, Sabine, & Tyler 22.6

### Houston Area:

Bryan, College Station & Brazos Co. 23.7  
Galveston, Texas City & Galveston Co. 28.9  
Houston, Brazoria Co., Fort Bend Co., Harris Co., Liberty Co., Montgomery Co. & Waller Co. 27.3  
Non-MSA Counties of Austin, Burleson, Calhoun, Chambers, Colorado, DeWitt, Fayette, Goliad, Grimes, Jackson, Lavaca, Leon, Madison, Matagorda, Polk, Robertson, San Jacinto, Trinity, Victoria, Walker, Washington, & Wharton 27.4

### Austin Area:

Austin, Hays Co., Travis Co., & Williamson Co. 24.1  
Non-MSA Counties of Bastrop, Blanco, Burnet, Caldwell, Lee & Llano 24.2

### Waco, Killeen, Temple Area:

Killeen, Temple, Bell Co. & Coryell Co. 16.4  
Waco & McLennan Co. 20.7  
Non-MSA Counties of Bosque, Falls, Freestone, Hamilton, Hill, Lampasas, Limestone, Milam & Mills 18.6

### Dallas, Fort Worth Area:

Dallas, Fort Worth, Collin Co., Dallas Co., Denton Co., Ellis Co., Hood Co., Johnson Co., Kaufman Co., Parker Co., Rockwall Co., Tarrant Co. & Wise Co. 18.2  
Sherman, Denison & Grayson Co. 9.4  
Non-MSA Counties of Cooke, Delta, Erath, Fannin, Franklin, Hopkins, Hunt, Jack, Montague, Navarro, Palo Pinto, Rains, Somervell, & Van Zandt 17.2

### Wichita Falls Area:

Wichita Falls, Clay Co. & Wichita Co. 12.4  
Non-MSA Counties of Archer, Baylor, Cottle, Foard, Hardeman, Wilbarger & Young 11.0

### Abilene Area:

Abilene, Callaghan Co., Jones Co. & Taylor Co. 11.6  
Non-MSA Counties of Brown, Coleman, Comanche, Eastland, Fisher, Haskell, Kent, Knox, Mitchell, Nolan, Scurry, Shackelford, Stephens, Stonewall & Throckmorton 10.9

### San Angelo Area:

San Angelo & Tom Green Co. 19.2  
Non-MSA Counties of Coke, Concho, Crockett, Irion, Kimble, McCullough, Mason, Menard, Reagan, Runnels, San Saba, Schleicher, Sterling, Sutton & Terrell 20.0

### San Antonio Area:

Laredo & Webb Co. 87.3  
San Antonio, Bexar Co., Comal Co. & Guadalupe Co. 47.8

Non-MSA Counties of Atascosa, Bandera, Dimmit, Edwards, Frio, Gillespie, Gonzales, Jim Hogg, Karnes, Kendall, Kerr, Kinney, La Salle, McMullen, Maverick, Medina, Real, Uvalde, Val Verde, Wilson, Zapata & Zavala 49.4

**Corpus Christi Area:**

Corpus Christi, Nueces Co. & San Patricio Co. 41.7

Non-MSA Counties of Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleburg, Live Oak & Refugio 44.2

**Brownsville, McAllen, Harlingen Area:**

Brownsville, Harlingen, San Benito & Cameron Co. 71.0

McAllen, Pharr, Edinburg & Hidalgo Co. 72.8

Non-MSA Counties of Starr & Willacy 72.9

**Odessa, Midland Area:**

Midland & Midland Co. 19.1

Odessa & Ector Co. 15.1

Non-MSA Counties of Andrews, Crane, Glasscock, Howard, Loving, Martin, Pecos, Reeves, Upton, Ward & Winkler 18.9

**El Paso Area:**

El Paso & El Paso Co. 57.8

Non-MSA Counties of Brewster, Culbertson, Hudspeth, Jeff Davis & Presidio 49.0

**Lubbock Area:**

Lubbock & Lubbock Co. 19.6

Non-MSA Counties of Bailey, Borden, Cochran, Crosby, Dawson, Dickens, Floyd, Gaines, Garza, Hale, Hockley, King, Lamb, Lynn, Motley, Terry & Yoakum 19.5

**Amarillo Area:**

Amarillo, Potter Co. & Randall Co. 9.3

Non-MSA Counties of Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Roberts, Sherman, Swisher, & Wheeler 11.0

#17

# APPENDIX B REQUIRED CONTRACT PROVISIONS

## REQUIRED CONTRACT PROVISIONS

### Table of Contents

#### For all contracts

1. Debarment and Suspension	Pg. 2
2. Access to Records	Pg. 2
3. Records Retention – 3 Years	Pg. 2
4. Termination for Cause (>\$10K)	Pg. 2
5. Admin., Contractual, Legal Remedies (>\$50K)	Pg. 2
6. (If applicable) Option Contract - Procurement Before Application	Pg. 2

#### Additional provisions for administration & engineering contracts associated with construction contracts

7. Equal Opportunity Clause Contracts > \$10K	Pg. 3
8. Section 3 Clause (>\$100K)	Pg. 8

#### Additional provisions for construction contracts

9. HUD 4010	Pg. 9
10. Davis Bacon and Copeland Anti-Kickback (>\$2K)	Pg. 10
11. Equal Opportunity Clause (>\$10K)	Pg. 10
12. Byrd Anti-Lobbying (≥\$100K)	Pg. 14
13. Contract Work Hours and Safety Standards Act	Pg. 14
14. Section 3 Clause (>\$100K)	Pg. 15
15. Clean Air and Water Act (>\$150K)	Pg. 16

## REQUIRED CONTRACT PROVISIONS

*Italics – Explanatory; not contract language*

### All Contracts

THRESHOLD	PROVISION	CITATION
None	(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City's/County's TxCDBG contract with TDA.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
>\$10,000	<p><i>(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</i></p> <p><b><i>Use the following language for contracts &gt; \$ 10,000:</i></b></p> <p><u>Termination for Cause</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models,</p>	2 CFR 200 APPENDIX II(B)

#17

	<p>photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County</u></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.</p>	
>\$50,000	<p><i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</i></p> <p><b>Use the following language for contracts &gt; \$50,000:</b></p> <p><u>Resolution of Program Non-compliance and Disallowed Costs</u></p> <p>In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal,</p>	2 CFR 200 APPENDIX II (A)

	state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. <i>[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]</i> If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.	
Option Contract Language for Procurement before Grant Funds Awarded	Payment of the fees [described in ____ section] shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City / County by TDA through the TxCDBG program, this agreement shall be terminated by the City / County.	2 CFR 200.319(a)

**Additional provisions for administration & engineering contracts associated with construction contracts**

THRESHOLD	PROVISION	CITATION
>\$10,000	<p><i>(Italics – Explanatory; not contract language)</i></p> <p>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "<u>federally assisted construction contract</u>" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts &gt; \$10,000:</p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>

#17

**§60-1.4(b) Equal opportunity clause.**

(b) *Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:*

*The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:*

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the

	<p>compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for</p>	
--	---	--

#17

	<p>noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of</p>	
--	---	--

	<p>lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
<p>&gt;\$100,000</p>	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the</p>	<p>24 CFR §135.38</p>

#17

	<p>positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
--	--	--

**Construction Contracts**

THRESHOLD	PROVISION	CITATION
>\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >\$100,000 for Contract Work Hours and Safety	<p><i>HUD 4010 Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> <li>1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);</i></li> <li>2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i></li> <li>3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)</i></li> </ol>	

Standards Act	See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.	
>\$2,000 (Satisfied with inclusion of HUD 4010)	<p>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	2 CFR 200 APPENDIX II (D)
>\$10,000	<p><i>(Italics – Explanatory; not contract language)</i></p> <p>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "<u>federally assisted construction contract</u>" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing</p>	41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

#17

regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:

**§60-1.4(b) Equal opportunity clause.**

(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

*The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:*

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for

	<p>employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules,</p>	
--	---	--

#117

	<p>regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
--	--	--

	<p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
<p>≥\$100,000</p>	<p>(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>
<p>&gt;\$100,000 (Satisfied with inclusion of HUD 4010)</p>	<p>(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half</p>	<p>2 CFR 200 APPENDIX II (E)</p>

#17

	times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p>	24 CFR §135.38

	<p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
<p>&gt;\$150,000</p>	<p>(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	<p>2 CFR 200 APPENDIX II (G)</p>

#17

## CONFLICT OF INTEREST POLICY

Texas CDBG program herein incorporates the following conflict of interest policy into its own State procurement policies and procedures:

a) *Applicability.*

1) In the procurement of supplies, equipment, construction, and services by recipients, and by subrecipients, the conflict of interest provisions shall apply:

- a) No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. (2 CFR 200.318(c)(1))
- b) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
  - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
  - (2) Requiring unnecessary experience and excessive bonding;
  - (3) Noncompetitive pricing practices between firms or between affiliated companies;
  - (4) Noncompetitive contracts to consultants that are on retainer contracts;
  - (5) Organizational conflicts of interest;
  - (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
  - (7) Any arbitrary action in the procurement process. (2 CFR 200.319)

2) In all cases not governed by (a)(1) above, the provisions of this section (24 CFR 570.48(h)) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its subrecipients, to individuals, businesses and other private entities.

3) Conflict of interest provisions are applicable to any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards.

9/01/2017

b) *Conflicts prohibited.* Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, the general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with who they have family or business ties, during their tenure or for one year thereafter.

c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

d) *Exceptions: threshold requirements.* Upon the written request of the State, an exception to the provisions of paragraph (b) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the State may be granted by HUD on a case-by-case basis. In all other cases, the State may grant such an exception upon written request of the unit of general local government provided the State shall fully document its determination in compliance with all requirements of paragraph (d) of this section including the State's position with respect to each factor at paragraph (d)(2) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the State or unit of general local government as appropriate.

(1) An exception may be considered only after the State or unit of general local government, as appropriate, has provided the following:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the attorney for the State or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the requirements of paragraph (d) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;

(vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

## Links to Resources

### State and Federal Regulations

**24 CFR 570 Subpart I** - HUD regulations for the State CDBG Program

<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5;node=24:3.1.1.3.4#sp24.3.570.i>

**24 CFR 58** - ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES

<http://www.ecfr.gov/cgi-bin/text-idx?SID=fdd22c2693de6b6c3efcdc8abfedae04&mc=true&node=pt24.1.58&rgn=div5>

**49 CFR 24** - UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION FOR FEDERAL AND FEDERALLY-ASSISTED PROGRAMS

<http://www.ecfr.gov/cgi-bin/text-idx?SID=a716ac15f146adcca25f53740d16de83&mc=true&node=pt49.1.24&rgn=div5>

**2 CFR 200** - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

<http://www.ecfr.gov/cgi-bin/text-idx?SID=7184a4fc9a5596b30e6124a7adcab59&mc=true&node=pt2.1.200&rgn=div5>

**TITLE 29, Code of Federal Regulations** — LABOR [STANDARDS]

[http://www.ecfr.gov/cgi-bin/text-idx?SID=1452777a5a2a5a1202d0700d74230ef2&mc=true&tpl=/ecfrbrowse/Title29/29tab\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=1452777a5a2a5a1202d0700d74230ef2&mc=true&tpl=/ecfrbrowse/Title29/29tab_02.tpl)

**Form HUD 4010** – FEDERAL LABOR STANDARDS PROVISIONS

[http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_12586.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf)

**4 TAC 30.80** – Texas Administrative Code - TDA requirement for Certification of project Administrator

[http://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p\\_dir=&p\\_rloc=&p\\_tloc=&p\\_ploc=&pg=1&p\\_tac=&ti=4&pt=1&ch=30&rl=80](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=4&pt=1&ch=30&rl=80)

### TxCDBG website and information

**CDBG Information:**

[http://www.texasagriculture.gov/GrantsServices/RuralEconomicDevelopment/RuralCommunityDevelopmentBlockGrant\(CDBG\).aspx](http://www.texasagriculture.gov/GrantsServices/RuralEconomicDevelopment/RuralCommunityDevelopmentBlockGrant(CDBG).aspx)

**CDBG Forms:**

[http://www.texasagriculture.gov/GrantsServices/RuralEconomicDevelopment/RuralCommunityDevelopmentBlockGrant\(CDBG\)/CDBGForms.aspx](http://www.texasagriculture.gov/GrantsServices/RuralEconomicDevelopment/RuralCommunityDevelopmentBlockGrant(CDBG)/CDBGForms.aspx)

**or**

[http://www.texasagriculture.gov/GrantsServices/RuralEconomicDevelopment/RuralCommunityDevelopmentBlockGrant\(CDBG\)/Forms.aspx](http://www.texasagriculture.gov/GrantsServices/RuralEconomicDevelopment/RuralCommunityDevelopmentBlockGrant(CDBG)/Forms.aspx)

**CDBG Publications (Action Plan, Application, Implementation Manual):**

[http://www.texasagriculture.gov/GrantsServices/RuralEconomicDevelopment/RuralCommunityDevelopmentBlockGrant\(CDBG\)/CDBGPublications.aspx](http://www.texasagriculture.gov/GrantsServices/RuralEconomicDevelopment/RuralCommunityDevelopmentBlockGrant(CDBG)/CDBGPublications.aspx)

**CDBG Listserv** (to sign up to receive information via email as it becomes available):

<http://lists.state.tx.us/mailman/listinfo/cdbg>

## Links to Resources

### Email addresses for specific submissions:

Pre-Qualification Administration procurement - Communities requesting Part 2 responses for any Approved Vendor by sending an email listing the requested vendors to: [CDBGapps@TexasAgriculture.gov](mailto:CDBGapps@TexasAgriculture.gov)

Labor documents: [Labors@TexasAgriculture.gov](mailto:Labors@TexasAgriculture.gov)

Draws/Request for Payment: [CDBG\\_Draws@TexasAgriculture.gov](mailto:CDBG_Draws@TexasAgriculture.gov)

Closeouts: [Closeouts@TexasAgriculture.gov](mailto:Closeouts@TexasAgriculture.gov)

Environmental: [CDBG\\_EnvReview@TexasAgriculture.gov](mailto:CDBG_EnvReview@TexasAgriculture.gov)

Group A, B & C documents (see Chapter 2, pages 7 & 8 for specifics) also Acquisition Form A601 and attachments, Section 3 Annual Reports, TCF ECRs, Change Orders, contract Modifications and Amendments: [CDBGReporting@TexasAgriculture.gov](mailto:CDBGReporting@TexasAgriculture.gov)

Submittal of bid advertisement of the request for proposal or Bid to: [MWBE@texasagriculture.gov](mailto:MWBE@texasagriculture.gov) to satisfy the MBE/SBE/WBE requirement of promoting small, minority and female owned businesses.

Online **Audit Certification Form (ACF)** submittal:

<https://www.texasagriculture.gov/GrantsServices/RuralEconomicDevelopment/RuralCommunityDevelopmentBlockGrant%28CDBG%29/CDBGResources/Compliance/AuditCertificationFormOnlineSubmission.aspx>

### Links per Implementation Manual Chapter

#### Overview & Chapter 1 Administration and Reporting (none)

#### Chapter 2 – Financial Management

Page 14 (box) HUD Inspector General Hotline (GFI) [hotline@hudoig.gov](mailto:hotline@hudoig.gov) or <https://www.hudoig.gov/report-fraud>

#### Chapter 3 – Environmental Review

Page 1, paragraph 1: See HUD Exchange <https://www.hudexchange.info/programs/environmental-review/>

Page 5, Step 2 Determine Level of Review: See HUD Exchange:

<https://www.hudexchange.info/onecpd/assets/File/Basically-CDBG-State-Chapter-11-Environmental-Review.pdf>

Page 8, Step 3 Complete Checklists: See HUD Exchange [Text deleted]

<https://www.hudexchange.info/programs/environmental-review/>

click on the “View Resources” link under “Related Federal Environmental Laws and Authorities”

Page 8, Historic Preservation Requirements/SHPO a Historic Preservation Notice: [Text deleted]

<http://www.thc.state.tx.us>

Page 14, Historic Preservation Requirements/Tribal Consultation in Projects that are Reviewed under 24 CFR Part 58:

<https://www.onecpd.info/resources/documents/Notice-CPD-12-006-Tribal-Consultation-Under-24-Cfr-Part-58.pdf>

Page 15, Resources/ Website for cleanups and hazardous materials: <http://www2.epa.gov/cleanups/cleanups-my-community>

Form A308 – HUD Exchange: <https://www.hudexchange.info/resource/2338/hud-form-701515-request-release-funds-certification/>

#### Chapter 4 – Special Conditions (none)

#### Chapter 5 – Procurement Procedures

## Links to Resources

Multiple locations - System for Award Management (SAM) registration: [www.SAM.gov](http://www.SAM.gov) click on the Help tab for information about registration

### **Chapter 6 – Acquisition (none)**

### **Chapter 7 – Labor**

Page 3, obtain wage rates: [www.wdol.gov](http://www.wdol.gov)

Page 5, HUD Labor Standards Form 4010: [https://www.hud.gov/sites/documents/DOC\\_12586.PDF](https://www.hud.gov/sites/documents/DOC_12586.PDF)

Page 6, DOL Davis-Bacon poster entitled "Employee Rights under the Davis-Bacon Act Form WH-1321: <http://www.dol.gov/whd/programs/dbra/wh1321.htm>

Page 7, DOL fillable Payroll form: [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm)

### **Chapter 8 – Force Account**

Page 5, FEMA Equipment rates: <https://www.fema.gov/schedule-equipment-rates>

### **Chapter 10 – Civil Rights**

Page 13, Minority Business Development Agency link: <http://www.mbda.gov>

Page 17, HUD Fair Housing information: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp](https://www.hud.gov/program_offices/fair_housing_equal_opp)

Page 18, Download the TWC Complaint form: [TWC Complaint Form](#) and link to website <http://www.twc.state.tx.us/partners/how-submit-housing-discrimination-complaint>

Page 18, US Census Factfinder link: <http://factfinder.census.gov>

Page 20, Texas Workforce Commission, Civil Rights Division: [Text deleted] <http://www.twc.state.tx.us/jobseekers/how-submit-employment-discrimination-complaint>

Page 20, Equal Employment Opportunity Commission: <http://www.EEOC.gov/>

### **Chapter 11 – Contract Amendments and Changes (none)**

### **Chapter 12 – Closeouts (none)**

### **Chapter 13 – Monitor Review (none)**

### **Chapter 14 – Audit Requirements (none)**

### **Section C – Housing Rehabilitation**

Page 3, Texas-specific info on lead based paint requirements:

[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/hcv/hqs](https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/hqs)

<https://www.tdca.state.tx.us/single-family/training/docs/14-TMCS.pdf> [Text deleted]

Page 6, Texas Historical Commission: [www.thc.state.tx.us](http://www.thc.state.tx.us)

Page 8 & 10, Brochure "EPA's *Protect Your Family from Lead in Your Home* brochure" available in English, Spanish, Vietnamese, Arabic, Russian, and Somali. <http://www2.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>

### **Section CII - On-Site Sewer Facility (OSSF)**

Page 3, Soil Evaluator must be certified by TCEQ. Search for TCEQ licensing and registration information may be found at the following link: [http://www2.tceq.texas.gov/lic\\_dpa/index.cfm](http://www2.tceq.texas.gov/lic_dpa/index.cfm)

Page 4, Construction services to install septic systems must be certified by TCEQ. TCEQ search for licensing and registration information may be found at the following link: [http://www2.tceq.texas.gov/lic\\_dpa/index.cfm](http://www2.tceq.texas.gov/lic_dpa/index.cfm)

### **Miscellaneous Links:**

**Texas Comptroller of Public Accounts Website:**

<https://fmx.cpa.texas.gov/fmx/payment/resources/payment.php>

---

## Links to Resources

**Direct Deposit** Authorization and Advance Payment Notification  
E-Service – Search for Taxpayer ID number and vendor payment search

**FEMA 2015 SCHEDULE OF EQUIPMENT RATES** – effective as of 10/15/2015 for TxCDBG

<https://www.fema.gov/schedule-equipment-rates>

**Recovered Materials** – EPA’s **Comprehensive Procurement Guideline (CPG) program** is part of a continuing effort to promote the use of materials recovered from solid waste. *Filter for Texas products.*

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#directory>

**Limited English Proficiency (LEP)**

<http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>

**Historically Underutilized Businesses (HUB) for Minority Business Enterprise (MBE) participation**  
(Texas Comptroller’s office)

[Text Deleted]

<https://comptroller.texas.gov/purchasing/vendor/hub/>

**Reporting Fraud:**

<https://www.hudoig.gov/report-fraud/hotline-report-form>

**Fair Housing and Equal Opportunity - HUD website:**

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp)

**Filing a Fair Housing complaint:**

[Text deleted] <http://www.twc.state.tx.us/partners/how-submit-housing-discrimination-complaint>

**Information about Hazardous materials clean ups in your community:**

<http://www2.epa.gov/cleanups/cleanups-my-community>

**AFFIDAVIT AND RELEASE OF LIEN**

#17

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

WHEREAS, the undersigned, \_\_\_\_\_, who being duly sworn, on oath, says that he is the legal representative of \_\_\_\_\_, has been employed by \_\_\_\_\_, to furnish labor and materials for the installation of the \_\_\_\_\_ in \_\_\_\_\_, Texas.

NOW THEREFOR, for and in consideration of the sum of \_\_\_\_\_ and other good and valuable consideration, the receipt of which is hereby anticipated, being payment in full for all labor and/or materials furnished by the undersigned up to and including \_\_\_\_\_, 20\_\_\_\_, the undersigned hereby waives and releases any and all lien or claim of right of lien on said project or premises on account of labor and/or materials furnished and further states that all applicable taxes, State, Local and Federal, and all labor hired by him and all material purchased by him and used in the construction of said project improvements have been paid in full. The undersigned hereby warrants to defend \_\_\_\_\_ against any liens or other claims made by said laborers or suppliers of materials used in connection with said project.

Date \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



### Construction Contract Change Order

**A505**

Grant Recipient: \_\_\_\_\_ Select:  City  County  
Contract No.: \_\_\_\_\_ Change Order No.: \_\_\_\_\_ Region: \_\_\_\_\_

#17

Contractor:  
(Name and Address)  
\_\_\_\_\_

Engineer:  
(Name and Address)  
\_\_\_\_\_

Select Change Order Type(s):  Change to Existing Line Items  New Items Requested  Change in Contract Duration

#### Justification for Change

	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG Contract Performance Statement Exhibit A?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Is the TCEQ clearance still valid?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearances still valid?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Grant Recipient: \_\_\_\_\_ Contract No.: \_\_\_\_\_ Change Order No.: \_\_\_\_\_

This form required as of September 1, 2016.  
All previous versions no longer valid.

### Change Order Summary

Original Contract Price:	<input type="text" value="\$0.00"/>	Original Contract End Date:	<input type="text"/>
Net Previous Change Order(s):	<input type="text" value="\$0.00"/>	Net change of previous Change Orders (days):	<input type="text"/>
This Net Change Order:	<input type="text"/>	Increase/Decrease of this Change Order (days):	<input type="text"/>
New Contract Price:	<input type="text" value="\$0.00"/>	Change Order Contract End Date	<input type="text"/>
Cumulative % Change:	<input type="text"/>		

**NOTE:** Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase of 25% or more.

**Grant Recipient Approval (REQUIRED)**

<input type="text"/>	<input type="text"/>
Authorized Signature	Date

<input type="text"/>
Authorized Signatory's Name and Title

**Engineer's Recommendation**

<input type="text"/>	<input type="text"/>
Engineer's Signature	Date

<input type="text"/>
Engineer's Name

**Contractor's Authorization**

<input type="text"/>	<input type="text"/>
Contractor's Signature	Date

<input type="text"/>
Contractor's Name and Title

To receive an email copy of the TDA response, provide contact information below

Name	Email	+
		-

**For TDA office use only**

This Net Change Order:	<input type="text"/>	Increase/decrease of this Change Order (days):	<input type="text"/>
Net Change Order Approved:	<input type="text"/>	Increase/decrease of this Change Order Approved:	<input type="text"/>
Approved Contract Amount:	<input type="text"/>	Approved Contract Time:	<input type="text"/>

Notes:

<input type="text"/>	<input type="text"/>
Contract Specialist Signature	Date

Grant Recipient: \_\_\_\_\_ Contract No.: \_\_\_\_\_ Change Order No.: \_\_\_\_\_

This form required as of September 1, 2016.  
All previous versions no longer valid.



# United States Department of Labor

## Wage and Hour Division

### Wage and Hour Division (WHD)

11/17

#### Instructions For Completing Payroll Form, WH-347

- [WH-347 \(PDF\)](#)  
OMB Control No. 1235-0008, Expires 02/28/2018.

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5 (r). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

<http://www.dol.gov/whd/forms/wh347instr.htm>

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

**Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 of the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

---

**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**Note:** In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at [www.adobe.com/products/acrobat/readstep2.html](http://www.adobe.com/products/acrobat/readstep2.html). To save the completed forms on your workstation, you need to use the "Save As" method to save the file.

For example, move your mouse curser over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

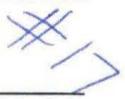




**REQUEST FOR AUTHORIZATION OF  
ADDITIONAL CLASSIFICATION AND RATE**

CHECK APPROPRIATE BOX  
 SERVICE CONTRACT  
 CONSTRUCTION CONTRACT

**Form A705**



PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0089, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

**INSTRUCTIONS:** THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, ALONG WITH THE APPLICABLE WAGE DECISION TO: [Labors@TexasAgriculture.gov](mailto:Labors@TexasAgriculture.gov)

<b>1. TO:</b> ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210	<b>2. FROM:</b> Texas Community Development Block Grant Program Texas Department of Agriculture PO Box 12847 Austin, TX 78711
---	---

<b>3. CONTRACTOR</b>	<b>4. DATE OF REQUEST</b>
----------------------	---------------------------

<b>5. CONTRACT NUMBER</b>	<b>6. DATE BID OPENED (SEALED BIDDING)</b>	<b>7. DATE OF AWARD</b>	<b>8. DATE CONTRACT WORK STARTED</b>	<b>9. DATE OPTION EXERCISED (IF APPLICABLE) (SERVICE CONTRACT ONLY)</b>
---------------------------	--	-------------------------	--------------------------------------	---

**10. SUBCONTRACTOR (IF ANY)**

**11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)**

**12. LOCATION (CITY, COUNTY AND STATE)**

**13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION**

NUMBER: \_\_\_\_\_ DATED: \_\_\_\_\_

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only) <small>(Use reverse or attach additional sheets, if necessary)</small>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

<b>14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)</b>	<b>15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE</b>
---	---

<b>16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE</b>	<b>TITLE</b>	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE
--	--------------	---

**TO BE COMPLETED BY CONTRACTING OFFICER (TDA LABOR REGULATORY OFFICER) SEE FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS)**

- THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
- THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

<b>SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE</b>  David Brown	<b>TITLE AND COMMERCIAL TELEPHONE NUMBER</b> TDA Labor Standards Regulatory Officer (512) 936-6724	<b>DATE SUBMITTED</b>
--	--	-----------------------