

Note: U.S. Department of Treasury will not extend deadlines. All federally-funded work/assignments must be completed and in full use on or before December 31, 2026. Federal funds associated with any uncompleted work will be returned in whole to the U.S. Department of Treasury and will impact the Nueces County General Fund. Any modifications to either this contract will require Nueces County Commissioners Court approval before December 31, 2024.

CONTRACTOR AGREEMENT

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This Agreement made and entered into this ____ day of _____, 20__, by and between Callan Marine, Ltd. a business entity organized and existing under the laws of the State of Texas, hereinafter called "Contractor" and Nueces County, Texas, a political subdivision of the State of Texas, hereinafter called "Owner".

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1 STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the Project, namely **IFB No. 3275-24 Bob Hall Pier Reconstruction** and required supplemental work for the Project, all in strict accordance with the Contractual Documents, including all Addenda thereto, as prepared by **Jacobs Engineering Group, Inc., Houston Texas**

ARTICLE 2 THE CONTRACT PRICE / METHOD OF PAYMENT / INVOICING / REPORTING

The Owner will pay the Contractor for the performance of this Agreement in current funds, for the total quantities of work performed at the prices stipulated **(as the official bid amount total in the Lump Sum Bid Form of this Contract Document)** for the several respective items of work in the **not-to-exceed amount of twenty-two million, seven hundred ten thousand, eight hundred sixty-nine dollars and zero cents (\$22,710,869.00)** completed subject to additions, deletions, and/or revisions as provided in the Uniform General Conditions of this Agreement as included in the Contract Documents. Unless amended pursuant hereto, the Contractor exceeds this amount at their own risk.

The Contractor shall prepare and submit its itemized and detailed invoices and progress summary reports to the Owner once every **two (2) weeks**. The invoices shall contain sufficient itemizations, details, and supporting documentation such that the billing can be properly reviewed by the Owner.

Note: In accordance with U.S. Department of the Treasury/State and Local Fiscal Recovery Funds Reporting Requirements, the Contractor's invoicing and progress summary reports to the Owner hereunder must be timely submitted and properly documented. Contractor agrees to provide, in

a timely manner, any and all documents and information that the Owner may require in order to comply with the Owner's federally-imposed reporting requirements. The Owner may prescribe a format in which the itemized and detailed invoices should be submitted.

The Contractor verifies and warrants that there are no lienholders or third-parties with claims or interests that would attach or apply to the Owner's payments to the Contractor hereunder.

The Contractor shall be paid within thirty (30) days of the date of the Owner's receipt of an invoice for any undisputed amounts therein.

The Owner reserves the right to withhold payments pending receipt of sufficient supporting documentation and pending verification of satisfactory work.

The Owner assumes no liability for work performed or costs incurred by the Contractor prior to the date authorized by the Owner as stated in the Notice to Proceed or subsequent to the contract completion date.

ARTICLE 3 CONTRACT TIME

Unless this Agreement is amended pursuant to ARTICLE 13.12, the Work will be completed within **four-hundred and sixty (460) calendar days** after the date stated in the Notice to Proceed.

Note: The U.S. Department of Treasury will not extend its deadlines. All federally funded work/assignments must be completed and in full use on or before December 31, 2026.

ARTICLE 4 CONTRACT

The Executed Contract Documents shall consist of the following:

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| 1. This Agreement, and any attachments hereto | 4. Plans, drawings, and specifications |
| 2. Nueces County Uniform General Conditions for Building Construction Contracts | 5. Special Provisions |
| 3. Addenda, if issued | 6. Signed copy of this bid |
| | 7. Instructions to Bidders |
| | 8. General Requirements |
| | 9. Advertisement for Bids |

THIS AGREEMENT, together with the other documents enumerated in ARTICLE 4, which said other documents are fully a part of this Agreement as if hereto attached or herein repeated, forms the contract. In case of conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 4 shall govern, except as otherwise specifically stated.

ARTICLE 5 TERMINATION

This Agreement may be terminated before the end of the Contract Time stated in ARTICLE 3 by any of the following conditions:

1. By mutual agreement and consent, in writing, of both parties;
2. For cause, by the Owner, by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services set forth herein in a satisfactory manner;
3. For cause, by either party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. For convenience, by the Owner, for reasons of its own, without cause, and not subject to the mutual consent of the Contractor, upon not less than thirty (30) calendar days written notice to the Contractor; and
5. By written notice from the Owner to the Contractor upon satisfactory completion of all services and obligations described herein.

Should the Owner terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor. In determining the value of the work performed by the Contractor prior to termination, the Owner shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. No penalty will be assessed against the Owner for terminating this contract for convenience.

If the Contractor defaults in the performance of this contract, or if the Owner terminates this contract for fault on the part of the Contractor, the Owner will give consideration to the actual costs incurred by the Contractor in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to the Owner, the cost to the Owner of employing another firm to complete the work required and the time required to do so, and other factors which affect the value to the Owner of the work performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the Owner and the Contractor under this Agreement except the obligations set forth in ARTICLE 5, ARTICLE 6, ARTICLE 10, ARTICLE 12, ARTICLE 13.3, ARTICLE 13. 9, and ARTICLE 13.18. If the termination of this Agreement is due to the failure of the Contractor to fulfill its contract obligations, the Owner may take over the project and prosecute the work to completion. In such case, the Contractor shall be liable to the Owner for any additional cost occasioned to the Owner.

ARTICLE 6 INDEMNIFICATION

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD NUECES COUNTY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT FROM NUECES COUNTY ARISING OUT OF OR OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW BY CONTRACTOR, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT RESULTING FROM THE NEGLIGENCE OF NUECES COUNTY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS.

ARTICLE 7 SUBCONTRACTING

The Contractor will provide any and all subcontractors required as part of this Agreement. Any subcontracting must be compliant with this ARTICLE 7 and ARTICLE 8. Any subcontracting must also be compliant with the requirements of Attachment A - Supplementary Conditions Pursuant to 2 CFR Part 200 and Attachment B – ARPA Required Provisions.

The Contractor shall not assign, subcontract or transfer any portion of the work under this Agreement without prior written approval of the Owner. All subcontracts shall include the provisions required in this Agreement, and shall be approved as to form, in writing, by the Owner prior to work being performed under the subcontract.

ARTICLE 8 SUCCESSORS AND ASSIGNS

The Contractor and the Owner do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

The Contractor shall not assign, subcontract, or transfer its interest in this Agreement without the prior written consent of the County.

ARTICLE 9 EVALUATION OF WORK

The Owner and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder. If funds by other agencies or entities are to be used for payment of the services under this Agreement, the Contractor's services and work may be subject to periodic review and approval by other agencies or entities, including city, county, state, and/or federal agencies.

ARTICLE 10
RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS

The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office during the term of this Agreement and until expiration of the time period identified in Section 16 of Attachment A -Supplementary Conditions Pursuant to 2 CFR Part 200, until expiration of the the time periods prescribed in Attachment B – ARPA Required Provisions, or until any and all pending litigation has been completely and fully resolved, whichever occurs last. The Owner or any of its duly authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, transcriptions, and for checking the amount of work performed by the Contractor.

ARTICLE 11
VIOLATION / BREACH / REMEDIES

Violation of the contract terms or breach of contract by the Contractor shall be grounds for termination of this Agreement, and any increased cost incurred by the Owner arising from the Contractor's default, breach of contract, or violation of contract terms shall be paid by the Contractor. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that may arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

Any claim that may arise out of or in relation to this Agreement, MAY be subject to mediation at the request of either party. Such claims MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator. The parties shall share the mediator's fee and any associated fees equally. Any such mediation shall be held in Nueces County, Texas. Agreements reached in any such mediation shall be reduced to writing, and will be subject to the approval by the Nueces County Commissioners Court, signed by the parties if approved by the Commissioners Court, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Notice: Pursuant to the above, when federal funds are expended by the Owner, the Owner reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

ARTICLE 12
COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable Federal, State, and local laws, statutes codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative

bodies or tribunals, in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum salary and wage statutes and regulations, and licensing laws and regulations.

The Contractor agrees to comply with federal-funding requirements, **as applicable**, that are identified in Attachment A - Supplementary Conditions Pursuant to 2 C.F.R. Part 200, and Attachment B – ARPA Required Provisions, and which Attachments are hereby incorporated for all purposes.

When required, the Contractor shall furnish the County with satisfactory proof of its compliance.

ARTICLE 13 MISCELLANEOUS

13.1 Retainage. Retainage in the amount of five percent (5%) shall be withheld on all Partial Payments until Completion and Final Acceptance of the work by the Owner.

13.2 Designated Administrator. The Owner's designated administrator for this Agreement shall be: Scott Cross Nueces County Director of Coastal Parks; 15820 South Padre Island Drive, SPID, Corpus Christi 78418 TX (361) 949-8122. The designated administrator shall be the main point of contact between the Owner and the Contractor for all matters related to this Agreement. All itemized and detailed invoices and progress summary reports and communication regarding the project shall be directed to the Nueces County Director of Public Works and other Nueces County personnel as directed and required by the Owner.

13.3 Governing Law / Venue. This Agreement and the Contract Documents, and all matters arising out of or relating thereto, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Venue is specifically set by agreement of the parties in a court of competent jurisdiction in Nueces County, Texas.

13.4 Insurance. The Contractor shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage as identified and required in the Contract Documents. The Contractor shall provide and deliver documentation to the Owner evidencing such insurance prior to commencing any work hereunder.

13.5 Payment and Performance Bonds. The Contractor shall obtain and maintain payment and performance bonds in the amounts as identified and required in the Contract Documents. The Contractor shall provide and deliver documentation to the Owner evidencing such bonds prior to commencing any work hereunder.

13.6 Texas Government Code Verifications. A) If the Contractor is NOT a sole proprietorship; B) If the Contractor has ten (10) or more full-time employees; and C) If this Agreement has a value of \$100,000.00 or more, the verification under Texas Government Code §2271.002 of no boycott of

Israel, the verification under Texas Government Code §2274.002 of no discrimination against firearm entities or firearm trade associations, and the verification under Texas Government Code §2276.002 of no boycott of energy companies as identified in Attachment C, are required. When these verifications are required, the Contractor will execute and deliver these verifications to the Owner prior to commencing any work hereunder, and said verifications shall be and are hereby made a part of this Agreement.

13.7 Byrd Anti-Lobbying Amendment Certification. The Contractor will execute and deliver the Byrd Anti-Lobbying Amendment Certification, as identified in Attachment D, to the County prior to commencing any work hereunder, and said certification shall be and is hereby made a part of this Agreement.

13.8 Unique Entity Identifier Number. The Contractor shall provide the Owner with a Unique Entity Identifier Number ("UEIN"). The UEIN must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Owner prior to the processing of any payments to the Contractor. The Contractor shall maintain a current UEIN for the entire term of this Agreement. The Contractor's UEIN is: **R1LWVNNVFPD7**

13.9 Contributions. It is expressly understood by the Contractor and the Owner, that from the date of award of bid to one (1) year after termination or expiration of contract term, it is prohibited for any Nueces County official or employee thereof, to receive gifts described by Section 5.02 of the Nueces County Personnel or Civil Service Rules, and or campaign or political contributions regardless of amount from Contractor or principal owners of said Contractor. County official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. Contractor is furthermore prohibited from making political, campaign, or personal contributions to candidates for Nueces County and Precinct office from the date of award of bid to one year after termination or expiration of contract term. It is also prohibited for Contractor to contribute to employee associations or for the benefit of groups of Nueces County employees.

13.10 Severability. In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either the Contractor or the Owner in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

13.11 Entire Agreement. This Agreement will constitute the sole agreement of the parties hereto and supersedes any prior understandings or any written or oral agreements between the parties with respect to the subject matter herein. This Agreement may not be modified or amended except in accordance with ARTICLE 13.12.

13.12 Written Amendment. This Agreement may be modified or amended only by written instrument duly executed by both parties.

13.13 Notices. All notices required or permitted must be in writing and given by hand delivery, registered or certified mail, postage prepaid; or overnight delivery. Notice shall be delivered or

mailed to the parties at the following addresses or at such other places as either party shall designate in writing:

NOTICE TO CONTRACTOR

Callan Marine, Ltd.
6800 Harborside Dr.
Galveston, Texas 77554-2830

NOTICE TO COUNTY

Nueces County Judge
901 Leopard Street, Room 303
Corpus Christi, TX 78401

13.14 Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the covenants herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

13.15 No Waiver of Immunity. Neither party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and representatives as a result of it executing this Agreement and performance of its covenants.

13.16 No Third-Party Beneficiaries. No provision of this Agreement is intended or may be construed to confer upon or give to any person or entity other than the parties to this Agreement any rights, remedies, or other benefits under or by reason of this Agreement.

13.17 Contra Proferentem. The doctrine of contra proferentem shall not apply to this Processing Agreement. If an ambiguity exists in this Processing Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

13.18 Public Disclosure. This Agreement and all of the Contract Documents, including proposals, forms, documentation, catalogs, pricelists, or other records or materials related to this Agreement may be subject to the public disclosure requirements of the Texas Public Information Act (Texas Government Code Section 552.001, et. seq.) or similar disclosure law.

13.19 Force Majeure. If the performance by Contractor or Owner or either party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then that party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the party whose performance is affected under this section shall notify the other party, and a meeting of the parties will be held to propose a resolution of the problem, and if necessary, to establish an estimated period of time to perform services under the contract. If the Contractor makes a written request for an extension of time, the Owner may grant the extension if the request is properly documented and justified by the circumstances.

13.20 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts shall constitute one and the same instrument.

13.21 Execution and Delivery. This Agreement may be executed and delivered electronically. Original signatures transmitted and received digitally or via facsimile or other electronic transmission of a scanned document (e.g., pdf or similar format), are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such digital, facsimile, or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement.

13.22 Signatory Warranty. This Agreement has been officially authorized by each party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement. If the Contractor is a corporation, the Contractor's signatory certifies that they are an authorized representative of the corporation and that this Agreement is duly signed for and on behalf of the corporation by authority of its governing body and is within the scope of its corporate powers.

NOW, THEREFORE, IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

FOR OWNER:

Signature: _____

Name: Connie Scott

Title: Nueces County Judge

FOR CONTRACTOR:

Signature: _____

Name: _____

Title: _____

Attest: _____

Kara Sands, Nueces County Clerk

List of Attachments

Attachment A – Supplementary Conditions Pursuant to 2 CFR Part 200

Attachment B – ARPA Required Provisions

Attachment C – Texas Government Code Verifications (3)

Attachment D – Byrd Anti Lobbying Amendment Certification

ATTACHMENT A

SUPPLEMENTARY CONDITIONS PURSUANT TO 2 C.F.R. PART 200

To the extent applicable to this undertaking, the Contractor shall comply with these Supplementary Conditions. Additionally, the Contractor shall attach these Supplementary Conditions to all subcontracts and shall require that all subcontractors attach these Supplementary Conditions to their sub-subcontracts at all levels. When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor's direct or indirect subcontractors), references herein to "County" shall be deemed to refer to the party seeking products and/or services, and references to "Contractor" shall be deemed to refer to the party providing products and/or services.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of these Supplementary Conditions.

SUPPLEMENTARY GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the Agreement and any other agreement for which may be subject to the requirements found in 2 C.F.R. Part 200.

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of federal funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement and/or Supplementary Conditions shall forthwith be supplemented to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE. Contractor shall comply with all applicable laws and regulations, including but not limited to applicable federal official guidance, which may impact the administration of federal funding and/or set forth certain cost principles, including the allowability of certain expenses.

3. BREACH OF CONTRACT TERMS. County reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Contractor or any of its subcontractors violate or breach any Agreement term. If the Contractor or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS. The Contractor must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow County to comply with the applicable regulations governing use of the federal funds, including, but not limited to, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit. The Contractor, and, if applicable, subcontractors, shall only use federal funds for eligible projects and activities.

5. RECORDS AND REPORTING REQUIREMENTS. The Contractor shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the County under the Agreement (the "Records") consistent with generally accepted bookkeeping practices. Contractor shall retain the Records in accordance with Section 16 below. The County and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the County of Nueces or, if no such office is available, at a mutually agreeable and reasonable venue within the County of Nueces, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which may be exempt from disclosure pursuant to the requirement and procedures of Chapter 552, Texas Government Code (the "Statute") provided that, nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the County. The Contractor shall cooperate with all County efforts to comply with any federal requirements and regulations pertaining to recordkeeping and reporting.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the U.S. Treasury.

7. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION. The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that the Contractor and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. CONFLICTS OF INTEREST. The Contractor shall notify the County as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the County is able to assess such actual or potential conflict. The Contractor shall provide the County any additional information necessary for the County to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the County, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by the County, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

9. SUBCONTRACTING. The Contractor represents to the County that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under the Agreement. The Contractor will include these Supplementary Conditions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. ASSIGNABILITY. The Contractor shall not assign any interest in the Agreement and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the County.

11. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the County and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in the Agreement.

12. TERMINATION. If the Agreement does not include termination provisions elsewhere, the following termination provisions apply:

A. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under the Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under the Agreement shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

B. **TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).** The County may terminate the Agreement at any time by giving at least ten (10) days' notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

13. CERTIFICATION REGARDING LOBBYING (Applicable to Agreements exceeding \$100,000). The Contractor certifies, to the best of its knowledge and belief, that:

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

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

3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all

tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

14. BONDING REQUIREMENTS. As appropriate and to the extent consistent with law, the Contractor shall comply with the performance and payment bond requirements Texas Government Code Chapter 2253.

15. AUDIT / ACCESS TO RECORDS. The County, U.S. Treasury, the Comptroller General of the United States, the Office of the Nueces County Auditor, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and County guidelines. The Contractor agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the County's right to audit and/or access Contractor records that may be provided under the Agreement.

16. MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of any federal funds to the County that are applicable to the Agreement or for the period provided in other applicable laws and program requirements, such as 2 C.F.R. Part 200, (ii) for six (6) years after the closeout of the Agreement, (iii) for the minimum retention period that may provided under the Agreement, or (iv) as long as required by state law, whichever may be longer.

17. COPYRIGHT. Any creative or literary work developed or commissioned by the Contractor with federal funding provided by the County under the Agreement shall become the property of the County, entitling the County to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them or if the applicable federal funding provisions provide otherwise.

A. If the County shares its right to copyright such work with the Contractor, the County and U.S. Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed using federal funding provided by the County under the Agreement; and (b) any rights of copyright to which the Contractor, sub-Contractor, or a contractor purchases ownership with federal funding support provided by the County under the Agreement.

B. The Contractor shall submit one copy of all reports and publications resulting from the Agreement to the County within thirty (30) calendar days of completion. Any document generated pursuant to the federal funding must contain the following language:

"This project was supported by federal funding administered by the County of Nueces, the State of Texas, and the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the County of Nueces, the State of Texas, or the U.S. Department of the Treasury."

18. COUNTY AND DHS SEAL, LOGO, AND FLAGS. The Contractor shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials without specific County pre-approval. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA pre-approval."

19. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Agreement.

21. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

A. The Contractor and/or applicable subcontractor is prohibited from obligating or expending loan or grant funds to:

1. procure or obtain;
2. extend or renew a contract to procure or obtain; or

3. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary Of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - C. The Contractor and/or applicable subcontractor’s attention is directed to Public Law 115–232, section 889 for additional information.
 - D. The Contractor and/or applicable subcontractor’s attention is directed to 2 CFR §200.471.

22. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, the Contractor and applicable subcontractors should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
 1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States
 2. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. PROCUREMENT OF RECOVERED MATERIALS. The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

24. SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women’s business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in these Supplementary Conditions, the terms “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian- Americans, and American Indians. The County may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

25. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate.

26. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

27. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

28. NONDISCRIMINATION. The Contractor shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Except as otherwise provided under 41 CFR Part 60, if the Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Contractor shall comply with and must include in each non-exempt subcontract the following 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":

- A. 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.
- B. 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge 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 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.
- D. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. 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.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of these Supplementary Conditions or with any of the said rules, regulations, or orders, the Agreement 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.

H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) 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 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.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Contractor shall include the following specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director (as such term is defined below) pursuant to and as referenced in 41 C.F.R. 60-4.6 and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction federal contracts and subcontracts covered under the Executive Order 11246. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 C.F.R. 60-4.3)

1. As used in these specifications:

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

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

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

d. "Minority" includes:

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

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

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

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

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

3. If the Contractor is participating (pursuant to 41 C.F.R. § 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in

accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which the Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

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

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

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

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

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

(f). Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

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

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

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

- (j). Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- (k). Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.
- (l). Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek out or prepare for, through appropriate training, etc., such opportunities.
- (m). Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- (n). Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (o). Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (p). Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7(a) through 7(p)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) through 7 (p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

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

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

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. § 60-4.8.

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

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

29. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000). The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained.

The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of these Supplementary Conditions.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

30. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;
6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
8. Activities sponsored by the Contractor including social or recreational programs; and
9. Any other term, condition, or privilege of employment.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, as amended, 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 Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

LABOR PROVISIONS

31. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts). Salaries of personnel performing work under the Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. Part 3). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under the Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the

submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

32. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to contracts exceeding \$100,000 that involve the employment of mechanics or laborers). The Contractor shall comply with 40 U.S.C. §§ 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

33. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation). The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 3141 to 3144, and 3146 to 3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of the Agreement.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under the Agreement, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County and Secretary of Labor for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by the County, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ENVIRONMENTAL PROVISIONS

34. ENERGY EFFICIENCY. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871).

35. SOLID WASTE DISPOSAL. Pursuant to 2 C.F.R. § 200.323, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

36. ENVIRONMENTAL PROTECTION LAWS. If the Agreement is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401- 7671q), Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act), and all other applicable environmental laws that may exist now or in the future. Violations must be reported to the U.S. Treasury and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts in excess of \$150,000.

END OF SUPPLEMENTARY CONDITIONS PURSUANT TO 2 CFR PART 200

ATTACHMENT B
ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , 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.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	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 affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" 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." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) 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 [recipient] 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	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

ARPA Required Provisions

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge 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 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. (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. (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. (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. (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. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 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. The [recipient] 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		

ARPA Required Provisions

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	assisted construction work: Provided, that if the [recipient] 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. The [recipient] 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 recipient agency in the discharge of the agency's primary responsibility for securing compliance. The recipient 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 [recipient] 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 [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 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.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	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	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB

ARPA Required Provisions

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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 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.		Subrecipients
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	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).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	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 governmentwide exclusions 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)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients

ARPA Required Provisions

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows. i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

ARPA Required Provisions

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (a) As appropriate and to the extent consistent with law, the Non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

ARPA Required Provisions

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

ARPA Required Provisions

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

ARPA Required Provisions

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.		
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
	ARPA Terms & Conditions		
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

ARPA Required Provisions

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.		
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and	Section 9901 of the American Rescue	Contractor RFP/IFB Contractor RFQ Subrecipients

ARPA Required Provisions

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Vendors
ARPA Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations. a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

ARPA Required Provisions

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

ARPA Required Provisions

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

ATTACHMENT C

VERIFICATION OF NO BOYCOTT OF ISRAEL REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2271

By signing below, the signatory hereby verifies that they, or the company they represent:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name: _____

Title: _____

NOTARIZATION

THE STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned notary public on this day personally appeared _____, who, being duly sworn, stated under oath that they have read the foregoing verification required by Texas Government Code Section 2271.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF _____

SIGNATURE OF NOTARY _____

The following definitions apply to Texas Government Code Section 2271.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

ATTACHMENT C
VERIFICATION OF NO BOYCOTT OF ENERGY COMPANIES
REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2276

By signing below, the signatory hereby verifies that they, or the company they represent:

1. Does not boycott energy companies; and
2. Will not boycott energy companies during the term of the contract.

SIGNED BY: _____

Print Name: _____

Title: _____

NOTARIZATION

THE STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned notary public on this day personally appeared _____, who, being duly sworn, stated under oath that they have read the foregoing verification required by Texas Government Code Section 2274.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF _____

SIGNATURE OF NOTARY _____

Pursuant to Texas Government Code §809.001:

“Boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking actions that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- (A) *engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel- based energy and does not commit or pledge to meet environmental standards beyond applicable federal or state law; or*
- (B) *does business with a company described by Paragraph (A).*

ATTACHMENT C
**VERIFICATION OF NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES REQUIRED BY
TEXAS GOVERNMENT CODE CHAPTER 2274**

By signing below, the signatory hereby verifies that they, or the company they represent:

1. Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

SIGNED BY: _____

Print Name: _____

Title: _____

NOTARIZATION

THE STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned notary public on this day personally appeared _____, who, being duly sworn, stated under oath that they have read the foregoing verification required by Texas Government Code Section 2274.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF _____

SIGNATURE OF NOTARY _____

Pursuant to Texas Government Code §2274.001(3): "*Discriminate against a firearm entity or firearm trade association*" means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Pursuant to Texas Government Code §2274.001(6):

"Firearm entity" means:

- (A) wholesaler, supplier, or retailer; and
- (B) a sport shooting range as defined by Section 250.001, Local Government Code.

Pursuant to Texas Government Code §2274.001(7):

"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

- (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
- (B) has two or more firearm entities as members; and
- (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

ATTACHMENT D
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER \$100,000 (Certification for Contracts, Grants, Loans, and Cooperative Agreements)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor: _____

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

LUMP SUM BID FORM
IFB NO. 3275-24

Gentlemen:

This Bid is submitted by Callan Marine, Ltd., whose address is:

6800 Harborside Dr. Galveston, Tx 77554

(hereafter called "Bidder"), for the Bob Hall Pier Reconstruction (hereinafter called the "Project").

BASE BID:

The Base bid shall consist of the following items:

Item No.	Description	Unit	Bid Quantity	Unit Price	Extended Price
1	Reconstruction of the Bob Hall Fishing Pier (All work illustrated in the Plan Sheets except those listed in Items 2-5, below.	Lump Sum	1 LS	\$18,811,869.00	\$18,811,869.00
2	Construction of the County Concession Building at Bob Hall Pier (All Work included on Plan Sheets S23-S26, AG1 – A21, S84-S85, M1 – M5, P1 – P8, and E1 – E2.	Lump Sum	1 LS	\$917,500.00	\$917,500.00
3	Rehabilitation of the Existing Pavilion (All Work included on Plan Sheets AP10-AP12, AP20, AP21, AP30, AP50, E3, and E4.	Lump Sum	1 LS	\$1,411,500.00	\$1,411,500.00
4	NOAA Station (All Work included on Plan Sheets S49 and S50.	Lump Sum	1 LS	\$339,776.00	\$339,776.00
5	All Civil / Site Work and Utilities included on Plan Sheets C1 – C30.	Lump Sum	1 LS	\$770,000.00	\$770,000.00

Bidder agrees to furnish the above tabulated Bid Items for the lump sum price of:

Twenty-Two Million, two-hundered fifty thousand, six-hundred and forty-five Dollars

(\$ \$22,250,645.00), all labor, services, materials, tools, equipment, and supervision necessary to the full and final completion of the Project, and everything incidental thereto, as shown on the Drawings, stated in the Specifications, or property inferable therefrom; all in accordance with

the Contract Documents governing the construction of such Project prepared by **Jacobs Engineering Group, Inc., Houston, Texas.**

ADDITIVE ALTERNATE #1:
(Ultra-High Molecular Weight Polyethylene (UHMW-PE) Pile Sleeves)

In the event the Owner agrees to include Pile Sleeves as part of the project, Bidder agrees to furnish for Bid the lump sum price of:

Twenty-three million, four-hundred fifty thousand, six-hundred and forty-five _____ Dollars

(\$ _____ \$23,450,645.00 _____), all labor, services, materials, tools, equipment, and supervision necessary to furnish the pile sleeves, and everything incidental thereto, as shown on the Drawings Notes and Details and as stated in Specification 31 62 16 Steel Piles; all in accordance with the Contract Documents governing the construction of such Project prepared by **Jacobs Engineering Group, Inc., Houston, Texas.**

ALLOWANCES:
(Third-Party Concession Building)

The Owner will provide an allowance to the successful bidder for the future construction of a third-party concession building on Bob Hall Pier in the amount of: **Two Million Dollars (\$2,000,000).**

Bidder agrees to provide all labor, services, materials, tools, equipment, and supervision necessary to construct the third-party concession building on Bob Hall Pier; in accordance with Contract Documents, Plans, and Specifications to be delivered to the contractor through a Value Engineering Proposal (VEP) Request.

Bidder represents that, prior to preparing this Bid, he/she has carefully read the Contract Documents, examined the site of the Project and made an investigation such that he/she is fully informed of the conditions, facilities, difficulties, restrictions and requirements, and insurance requirements, which he/she will, or may, encounter in the completion of the Project in accordance with the terms of the Contract Documents.

Accompanying this Bid is a certified or cashier's check or bid bond payable to the order of Nueces County (hereinafter called "County"), for not less than five percent (5%) of the largest amount for which a contract can be awarded under this proposal.

Bidder agrees that if he is awarded the contract he will execute and deliver to the County, within ten (10) days after he is notified of the acceptance of his/her bid, a Contract for the construction of such Project, a Performance Bond and a Payment Bond, each in the form promulgated by the County. Should Bidder fail to execute such contract or furnish such Bonds within the prescribed time, Bidder agrees that the accompanying bid security shall become the property of the County as liquidated

damages for the additional delay and the expense which will be incurred by the County as a result thereof.

Bidder agrees that if his/her Bid is accepted by the County, he will complete all work called for under the Contract Documents on or before **460 calendar days after the date of the Notice to Proceed for the Base Bid;** and if the work is not completed by such time, he/she agrees to pay to the County as liquidated damages, the sum of **One thousand Dollars and no/100 (\$1000.00)** for each calendar day after such time that the work remains incomplete, calculated in accordance with the provisions of the Contract Documents.

Bidder agrees that he/she will not withdraw his/her Bid for a period of thirty (30) days from the date scheduled for the opening bids as set forth in the Instruction to Bidders.

EXECUTED on _____ May _____ 9, 20 24.

Bidder (Company Name)

By: Callan Marine, Ltd.

Sole Owner, Partner or President of
Corporation

Whose address is:

6800 Harborside Dr.

(If Bidder is a corporation, complete the following)

Galveston, T 77554

ATTEST: _____

(Corporate Seal)

Superseded General Decision Number: TX20230021

State: Texas

Construction Type: Heavy

Counties: Nueces and San Patricio Counties in Texas.

HEAVY CONSTRUCTION PROJECTS (including Sewer and Water Line Construction and Drainage Projects)

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

ates Fringes

CARPENTER (Excluding Form
Setting).....\$ 9.05 **

Concrete Finisher.....\$ 7.56 **

ELECTRICIAN.....\$ 13.37 ** 2.58

Laborers:

 Common.....\$ 7.25 **

 Utility.....\$ 7.68 **

Power equipment operators:

 Backhoe.....\$ 9.21 **

 Motor Grader.....\$ 8.72 **

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

etermination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

=====

END OF GENERAL DECISION"

**CERTIFICATE OF
INSURANCE
PLACEHOLDER**

CONSTRUCTION CONTRACT PERFORMANCE BOND

State of Texas §

§

KNOW ALL MEN BY THESE PRESENTS

County of Nueces §

§

That we, _____ Contractor, as Principal, and _____, as Surety, are hereby held and firmly bound unto **NUECES COUNTY**, hereinafter referred to as "COUNTY", in the full and just sum of _____ (\$_____) for the payment of which the said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that: **WHEREAS, the Principal** entered into a certain Contract, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, with the COUNTY, dated the ____ day of _____, 20__, for the following project:

IFB NO. 3275-24

Bob Hall Pier Reconstruction

In accordance with the Plans, Specifications, Drawings, and any and all other Contract Documents thereto, prepared by:

_____.

NOW, THEREFORE, if the Principal shall faithfully perform the work in accordance with the applicable plans, specifications, drawings and all other contract documents, as well as any changes, extensions, deletions or modifications thereof which may be made by COUNTY, with or without notice to Surety, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED that any additions, deletion, alterations or changes which may be made in the terms of the Contract or in the Plans, Specification, Drawings or other Contract Documents, or in the work to be done thereunder, or the making by the COUNTY of any payment or pre-payment under the Contract, or the giving by the County of an extension of time for the performance of the Contract, or the granting of any other forbearance on the part of either the COUNTY or the Principal to the other shall not in any way release the Principal or the Surety, or either of them, their heirs, executors, administrators, successors or assigns, from their liability or the liability of any of them hereunder, notice to the Surety of any such addition, deletion, alteration, change, payment, pre-payment, extension or forbearance being hereby expressly waived.

PROVIDED FURTHER, that this bond is executed solely for the protection of the COUNTY pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond are to be determined in accordance with the provisions thereof.

EXECUTED on this the _____ day of _____, 20__.

PRINCIPAL (CONTRACTOR):

Signature: _____

Printed Name: _____

Title: _____

ATTESTED TO:

Signature: _____

Printed Name: _____

SURETY (Corporate Name)

Signature: _____

Printed Name: _____

Title: _____

Mailing Address: _____

Physical Address: _____

Telephone: () _____

ATTESTED TO:

Signature: _____

Printed Name: _____

*** The address of the surety company to which any notice of claim should be sent may also be obtained from the Texas Department of Insurance by calling the toll-free number:
1-800-252-3439 ***

CONSTRUCTION CONTRACT PAYMENT BOND

State of Texas §

§

KNOW ALL MEN BY THESE PRESENTS

County of Nueces §

§

That we, _____ Contractor, as Principal, and _____
_____, as Surety, are hereby held and firmly bound unto
NUECES COUNTY, hereinafter referred to as "COUNTY", in the full and just sum of _____
_____ (\$_____) for the payment of which the said
Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

The conditions of this obligation are such that: **WHEREAS, the Principal** entered into a certain
Contract, which Contract is hereby referred to and made a part hereof as fully and to the same
extent as if copied at length herein, with the COUNTY, dated the ____ day of _____,
20__, for the following construction project:

IFB NO. 3275-24

Bob Hall Pier Reconstruction

In accordance with the Plans, Specifications, Drawings, and any and all other Contract
Documents thereto, prepared by: _____.

NOW, THEREFORE, if the Principal shall promptly make payment to all claimants as
defined in Chapter 2253 of the Texas Government Code, supplying labor and materials in the
prosecution of the work provided for in said Contract, as well as any changes,
extensions, deletions or modifications thereof which may be made by COUNTY, with or
without notice to Surety, then this obligation shall be null and void, otherwise it shall remain in
full force and effect.

PROVIDED that any additions, deletion, alterations or changes which may be made in
the terms of the Contract, Plans, Specifications, Drawings, or other Contract Documents, or in the
work to be done thereunder, or the making by the COUNTY of any payment or pre-payment
under Contract, or the giving by the County of an extension of time for the performance of the
Contract, or the granting of any other forbearance on the part of either the COUNTY or the
Principal to the other shall not in any way release the Principal or the Surety, or either of
them, their heirs, executors, administrators, successors or assigns, from their liability or the
liability of any of them hereunder, notice to the Surety of any such addition, deletion,
alteration, change, payment, pre-payment, extension or forbearance being hereby expressly
waived.

PROVIDED FURTHER, that this bond is executed solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond are to be determined in accordance with the provisions thereof.

EXECUTED on this the _____ day of _____, 20__.

PRINCIPAL (CONTRACTOR):

Signature: _____
Printed Name: _____
Title: _____

ATTESTED TO:

Signature: _____
Printed Name: _____

SURETY (Corporate Name)

Signature: _____
Printed Name: _____
Title: _____
Mailing Address: _____
Physical Address: _____
Telephone: () _____

ATTESTED TO:

Signature: _____
Printed Name: _____

*** The address of the surety company to which any notice of claim should be sent may also be obtained from the Texas Department of Insurance by calling the toll-free number:
1-800-252-3439 ***

CONSTRUCTION CONTRACT PERFORMANCE BOND

State of Texas §

§

KNOW ALL MEN BY THESE PRESENTS

County of Nueces §

§

That we, _____ Contractor, as Principal, and _____, as Surety, are hereby held and firmly bound unto **NUECES COUNTY**, hereinafter referred to as "COUNTY", in the full and just sum of _____ (\$_____) for the payment of which the said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that: **WHEREAS, the Principal** entered into a certain Contract, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, with the COUNTY, dated the ____ day of _____, 20__, for the following project:

IFB NO. 3275-24

Bob Hall Pier Reconstruction

In accordance with the Plans, Specifications, Drawings, and any and all other Contract Documents thereto, prepared by:

_____.

NOW, THEREFORE, if the Principal shall faithfully perform the work in accordance with the applicable plans, specifications, drawings and all other contract documents, as well as any changes, extensions, deletions or modifications thereof which may be made by COUNTY, with or without notice to Surety, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED that any additions, deletion, alterations or changes which may be made in the terms of the Contract or in the Plans, Specification, Drawings or other Contract Documents, or in the work to be done thereunder, or the making by the COUNTY of any payment or pre-payment under the Contract, or the giving by the County of an extension of time for the performance of the Contract, or the granting of any other forbearance on the part of either the COUNTY or the Principal to the other shall not in any way release the Principal or the Surety, or either of them, their heirs, executors, administrators, successors or assigns, from their liability or the liability of any of them hereunder, notice to the Surety of any such addition, deletion, alteration, change, payment, pre-payment, extension or forbearance being hereby expressly waived.

PROVIDED FURTHER, that this bond is executed solely for the protection of the COUNTY pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond are to be determined in accordance with the provisions thereof.

EXECUTED on this the _____ day of _____, 20__.

PRINCIPAL (CONTRACTOR):

Signature: _____

Printed Name: _____

Title: _____

ATTESTED TO:

Signature: _____

Printed Name: _____

SURETY (Corporate Name)

Signature: _____

Printed Name: _____

Title: _____

Mailing Address: _____

Physical Address: _____

Telephone: () _____

ATTESTED TO:

Signature: _____

Printed Name: _____

*** The address of the surety company to which any notice of claim should be sent may also be obtained from the Texas Department of Insurance by calling the toll-free number:
1-800-252-3439 ***

CONSTRUCTION CONTRACT PAYMENT BOND

State of Texas §

§

KNOW ALL MEN BY THESE PRESENTS

County of Nueces §

§

That we, _____ Contractor, as Principal, and _____
_____, as Surety, are hereby held and firmly bound unto
NUECES COUNTY, hereinafter referred to as "COUNTY", in the full and just sum of _____
_____ (\$_____) for the payment of which the said
Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

The conditions of this obligation are such that: **WHEREAS, the Principal** entered into a certain
Contract, which Contract is hereby referred to and made a part hereof as fully and to the same
extent as if copied at length herein, with the COUNTY, dated the ____ day of _____,
20__, for the following construction project:

IFB NO. 3275-24

Bob Hall Pier Reconstruction

In accordance with the Plans, Specifications, Drawings, and any and all other Contract
Documents thereto, prepared by: _____.

NOW, THEREFORE, if the Principal shall promptly make payment to all claimants as
defined in Chapter 2253 of the Texas Government Code, supplying labor and materials in the
prosecution of the work provided for in said Contract, as well as any changes,
extensions, deletions or modifications thereof which may be made by COUNTY, with or
without notice to Surety, then this obligation shall be null and void, otherwise it shall remain in
full force and effect.

PROVIDED that any additions, deletion, alterations or changes which may be made in
the terms of the Contract, Plans, Specifications, Drawings, or other Contract Documents, or in the
work to be done thereunder, or the making by the COUNTY of any payment or pre-payment
under Contract, or the giving by the County of an extension of time for the performance of the
Contract, or the granting of any other forbearance on the part of either the COUNTY or the
Principal to the other shall not in any way release the Principal or the Surety, or either of
them, their heirs, executors, administrators, successors or assigns, from their liability or the
liability of any of them hereunder, notice to the Surety of any such addition, deletion,
alteration, change, payment, pre-payment, extension or forbearance being hereby expressly
waived.

PROVIDED FURTHER, that this bond is executed solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond are to be determined in accordance with the provisions thereof.

EXECUTED on this the _____ day of _____, 20__.

PRINCIPAL (CONTRACTOR):

Signature: _____
Printed Name: _____
Title: _____

ATTESTED TO:

Signature: _____
Printed Name: _____

SURETY (Corporate Name)

Signature: _____
Printed Name: _____
Title: _____
Mailing Address: _____
Physical Address: _____
Telephone: () _____

ATTESTED TO:

Signature: _____
Printed Name: _____

*** The address of the surety company to which any notice of claim should be sent may also be obtained from the Texas Department of Insurance by calling the toll-free number:
1-800-252-3439 ***

Project: Bob Hall Pier Reconstruction

Contract No.: IFB: 3275-24

Contract Date:

TO: (Contractor name and Address)

Owner: Name and Address

SUBSTANTIAL COMPLETION

DATE: _____

☐ **Complete**

☐ **Partial – List Areas Accepted** _____

Substantial Completion and warranty time periods affected are defined in the General Conditions of the Contract. All parties listed below have reviewed the work under this Contract and recommend issuance of the substantial completion. Nueces County concurs with acceptance of the A/E's certification, will assume full possession and responsibility for the project or designated area, less punch list items, on the above listed Date. All warranties will start the day of substantial completion, with the exception of those items on the punch list, which will start on the date of Final Acceptance. The responsibility of the Contractor for heat, light, other utilities and Builders' Risk Insurance required by the Contract ceases at Substantial Completion. Other required insurance remains the Contractor's responsibility until the Certificate of Final Acceptance is issued.

PUNCH LIST:

A list of items to be completed or corrected, prepared by the Architect/Engineer and Nueces County, checked and augmented as required by Nueces County is appended hereto. The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the Contract documents.

The Contractor shall complete or correct the work on the punch list appended hereto by ____ / ____ / ____ . The punch list consists of _____ items.

Contractor

Representative Signature Date

Engineer / Architect

Representative Signature Date

Nueces County Engineer

Representative Signature Date

Nueces County Judge-Connie Scott

Representative Signature Date

Attachment:
Punch List

**NUECES COUNTY
CONSTRUCTION CONTRACT CHANGE ORDER FORM**

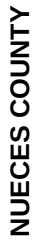
Change Order No.:	
-------------------	--

Project Title:	
Project No.:	
Owner:	Nueces County
Contractor:	

Reason for Change Order:

Amount Added by this Change Order:	
------------------------------------	--

Original Contract Days:	
Previous Days Added:	
Days Added this Change Order:	
Total Project Days:	



PROJECT NO.: XXXX-XX

TABLE A: Force Account Work and Materials Placed into Stock

[illegible]

SCHEDULE OF VALUES

TABLE B: Contract Items

[illegible]



**NUECES COUNTY
CONSTRUCTION CONTRACT CHANGE ORDER FORM**

Project Title:	
Project No.:	
Change Order No.:	-

Contractor:	
--------------------	--

Date of Contract Award:	
Original Contract Amount:	
Add Change Order Amount:	
Add Previous Change Order Amounts:	
Less Contingency:	
Adjusted Contract Amount:	

Time Extension No.:	
----------------------------	--

Contractor	Date:
Engineer / Architect	Date:
Nueces County Engineer	Date:
Nueces County Judge	Date:



ESTIMATE FOR FINAL PAYMENT

Project Title: PARKER POOL IMPROVEMENT PROJECT
Owner: Nueces County
Project IFB No.: 3263-24

Contractor:

Estimate No.:	For the Pay Period:
Date of Contract Award:	Notice to Proceed:
Original Contract Amount:	Original Contract Days:
Add Total Change Order Amount:	Change in Contract Days:
Less Contingency:	Adjusted Contract Days:
Adjusted Contract Amount:	

ORIGINAL CONTRACT WORK/SCHEDULE OF VALUES

Item No. and Description	Bid Qty & Units	Qty Complete	Contract Price	Amount
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
ADJUSTED CONTRACT AMOUNT COMPLETED TO DATE				

ESTIMATE FOR FINAL PAYMENT

CONTRACT CHANGE ORDERS

Change Order Numbers	Description	Amount
TOTAL AMOUNT OF CHANGE ORDERS		

PREVIOUS PAYMENTS AUTHORIZED

Pay Estimate	Contract Days Charged	Amount Authorized
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
TOTAL PAYMENTS PREVIOUSLY AUTHORIZED:		

Contract Balance Remaining:	Contract Days Remaining:
-----------------------------	--------------------------

SUMMARY OF WORK PERFORMED

A	Adjusted Contract Amount Completed to Date	
B	Less Amount Retained in Accordance with Contract	
C	Materials Stored at Close of Period [Schedule Attached]	
D	Net Amount Earned on Contract to Date [A + B + C]	
E	Total Payments Previously Authorized	
F	BALANCE DUE THIS PAYMENT [D - E]	

ESTIMATE FOR FINAL PAYMENT

CERTIFICATION OF CONTRACT: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Estimate for Final Payment are correct, that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions, that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by this Estimate and that no part of the "Balance Due This Payment" has been received.

By: _____
CONTRACTOR

Date: _____

ENGINEER'S RECOMMENDATION FOR PAYMENT: This Estimate for Partial Payment is recommended for payment.

By: _____
ENGINEER

Date: _____

By: _____
NUECES COUNTY ENGINEER

Date: _____

OWNER'S APPROVAL FOR PAYMENT: This Estimate for Partial Payment is approved for payment.

By: _____
Nueces County, Texas
County Judge
Connie Scott

Date: _____



ESTIMATE FOR PARTIAL PAYMENT

Project Title: Courthouse Roof Improvement Project
Owner: Nueces County
Project IFB No.: 3264-24

Contractor:

Estimate No.:	For the Pay Period:
Date of Contract Award:	Notice to Proceed:
Original Contract Amount:	Original Contract Days:
Add Total Change Order Amount:	Change in Contract Days:
Less Contingency:	Adjusted Contract Days:
Adjusted Contract Amount:	

ORIGINAL CONTRACT WORK/SCHEDULE OF VALUES

Item No. and Description	Bid Qty & Units	Qty Complete	Contract Price	Amount
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
ADJUSTED CONTRACT AMOUNT COMPLETED TO DATE				

ESTIMATE FOR PARTIAL PAYMENT

CONTRACT CHANGE ORDERS

Change Order Numbers	Description	Amount
TOTAL AMOUNT OF CHANGE ORDERS		

PREVIOUS PAYMENTS AUTHORIZED

Pay Estimate	Contract Days Charged	Amount Authorized
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
TOTAL PAYMENTS PREVIOUSLY AUTHORIZED:		

Contract Balance Remaining:	Contract Days Remaining:
------------------------------------	---------------------------------

SUMMARY OF WORK PERFORMED

A	Adjusted Contract Amount Completed to Date	
B	Less Amount Retained in Accordance with Contract	
C	Materials Stored at Close of Period [Schedule Attached]	
D	Net Amount Earned on Contract to Date [A + B + C]	
E	Total Payments Previously Authorized	
F	BALANCE DUE THIS PAYMENT [D - E]	

ESTIMATE FOR PARTIAL PAYMENT

CERTIFICATION OF CONTRACT: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Estimate for Partial Payment are correct, that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions, that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by this Estimate and that no part of the "Balance Due This Payment" has been received.

By: _____
CONTRACTOR

Date: _____

ENGINEER'S RECOMMENDATION FOR PAYMENT: This Estimate for Partial Payment is recommended for payment.

By: _____
ENGINEER / ARCHITECT

Date: _____

By: _____
NUECES COUNTY ENGINEER

Date: _____

OWNER'S APPROVAL FOR PAYMENT: This Estimate for Partial Payment is approved for payment.

By: _____
Nueces County, Texas
County Judge
Connie Scott

Date: _____