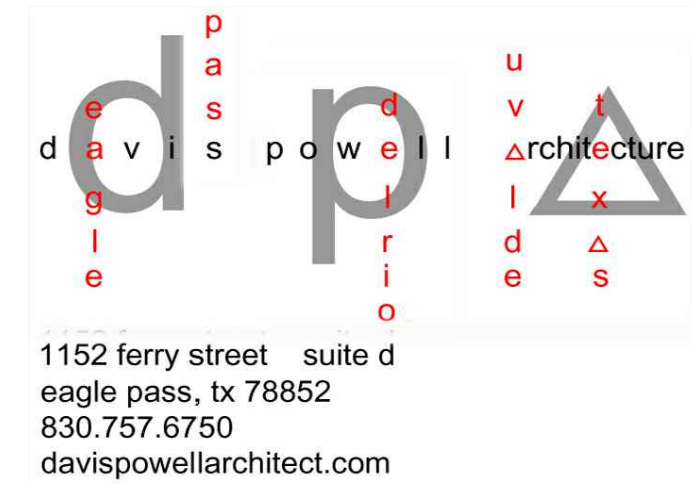


New Senior Center Real County Camp Wood, TX

Architect:



Survey / Structural:



Code Summary:

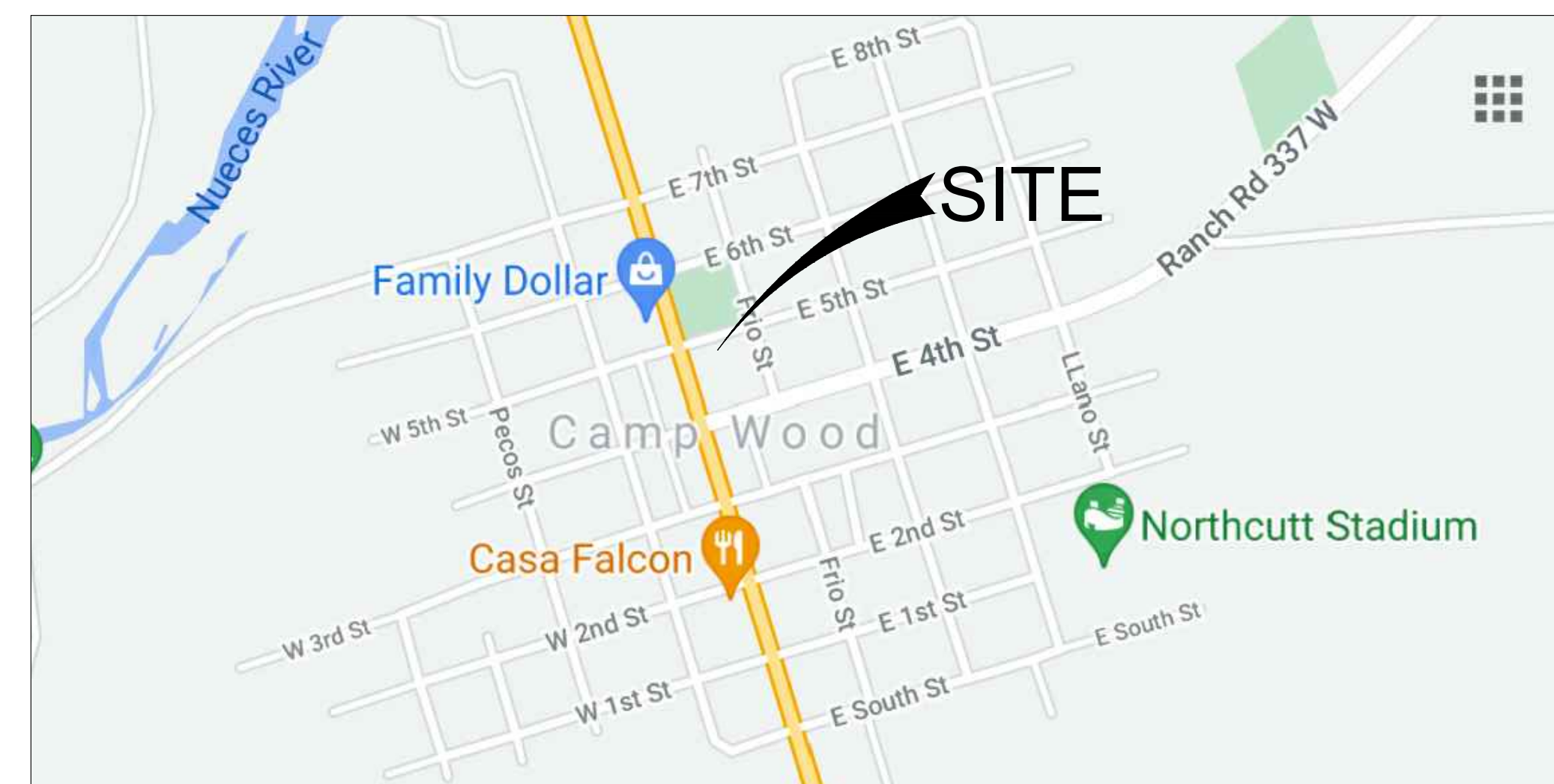
2018 IBC	Reference Section:	Code Class:	Requirement:	Comments:
Building Type: Business	304.1	B		Commercial Kitchen 500 s.f.
	304.1	B		Office 825 s.f.
	303.1.2	B		Dining 675 s.f. (Occupancy < 50)
Area Separation Required	Table 508.4	B	No	Not applicable to single use
Number of Occupants:	Table 1004.1.2	B Commercial kitchen	3 occupants	500 s.f. @ 1 per 200 = 2.5 or 3 occupants
	Table 1004.1.2	B Office	7 occupants	625 s.f. @ 1 per 100 = 6.25 or 7 occupants
	Table 1004.1.2	B Dining	45 occupants	675 s.f. @ 1 per 15 s.f. = 45 occupants
Type of Construction	Table 504.3 for B	5B NS	40' max	Proposed building is 18'-0" tall max
	Table 504.4 for B	5B NS	2 story max	Proposed building is 1 story
	Table 506.2 for B	5B NS	9000 s.f. max	Proposed building is 1700 s.f. total
Fire Sprinkled building: B Occupancy	903	B	No	None required
Fire Alarm Required: B Occupancy	907.2.2	B	No	Occupancy less than requirement
Exterior wall protection	Table 602	B	1 hour rated	Building less than 10' from North PL
Area of exterior wall openings	Table 705.8	B	0% on North wall	Building less than 10' from North PL
Number of exits required: B	Table 1006.3.2(2)	B	2 exits	Occupancy of 55 requires 2 exits. Proposed building has 3 exits
Maximum travel distance to Exits	Table 1006.3.2(2)	B	<75 l.f.	No point in building is more than 75' from exit

Table of Contents:

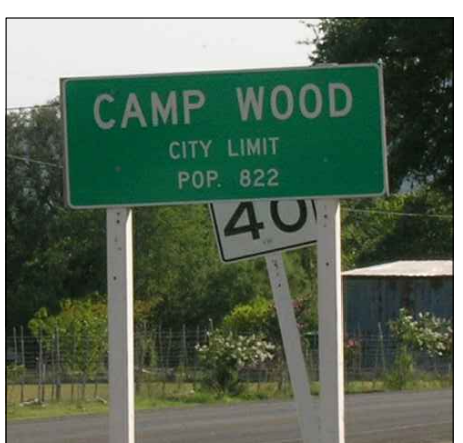
- T TITLE SHEET / CODE SUMMARY
- SP1 SPECIFICATIONS
- SP2 SPECIFICATIONS
- SP3 SPECIFICATIONS
- D1 DEMOLITION SITE PLAN
- C1 LAYOUT SITE PLAN
- C2 GRADING, DRAINAGE, AND SWPPP
- C3 DETAILS
- A1 FLOOR PLAN / FINISH SCHEDULE / TOILET ACCESSORIES
- A2 CEILING PLAN / ROOF PLAN
- A3 EXTERIOR ELEVATIONS
- A4 INTERIOR ELEVATIONS
- A5 WALL SECTIONS
- A6 WALL SECTIONS
- A7 WALL TYPE
- A8 DOOR AND WINDOW INFORMATION
- S1 FOUNDATION PLAN / DETAILS
- S2 FRAMING PLAN / DETAILS
- MP1 MECHANICAL / PLUMBING
- E1 LIGHTING / POWER PLAN / PANEL SCHEDULE
- TCBDG 1 TCBDG DOCUMENTS
- TCBDG 2 TCBDG DOCUMENTS
- TCBDG 3 TCBDG DOCUMENTS
- TCBDG 4 TCBDG DOCUMENTS

Site Location:

107 E. FIFTH
 CAMP WOOD, TX 78833



New Senior Center
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 Camp Wood, TX



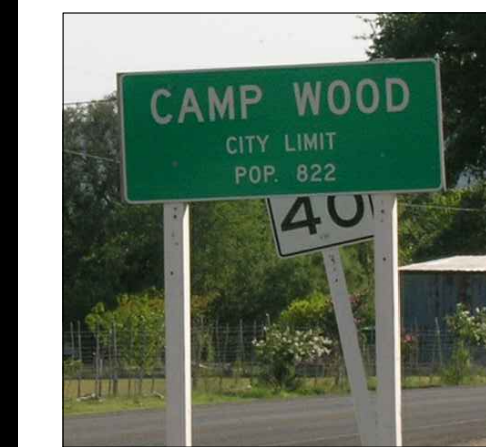
DATE:	7/19/21
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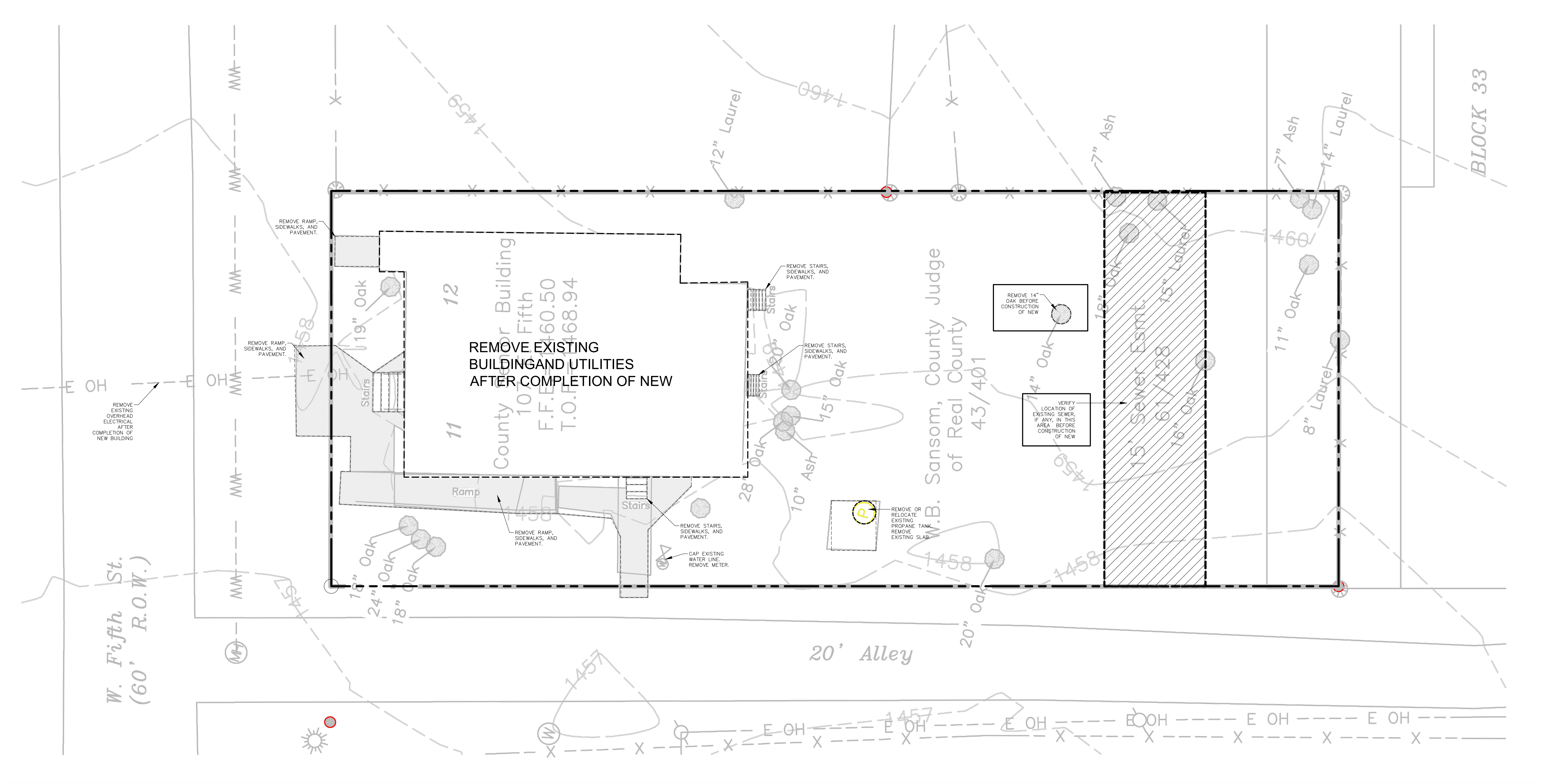


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**SHEET:
 D1**

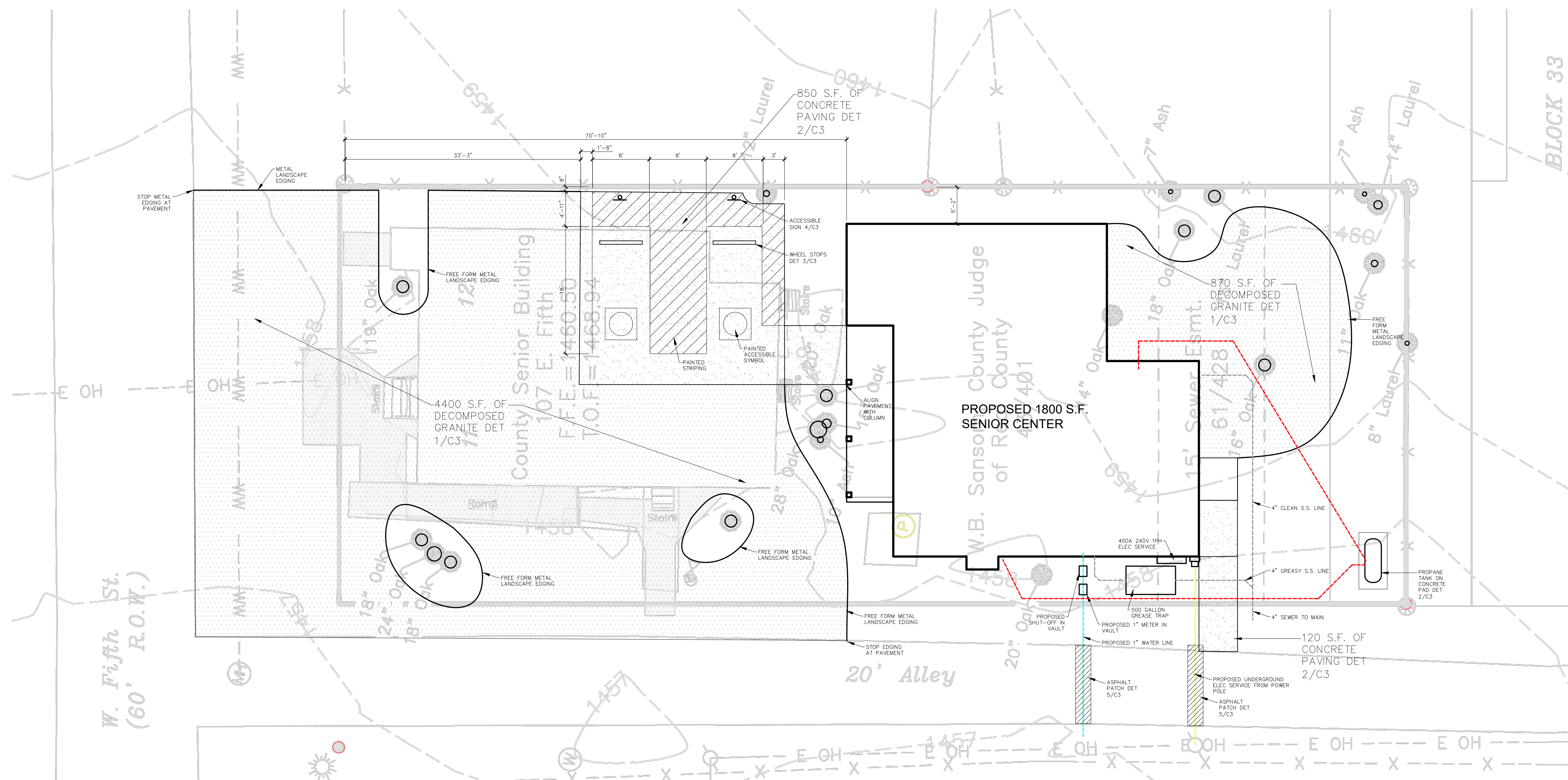
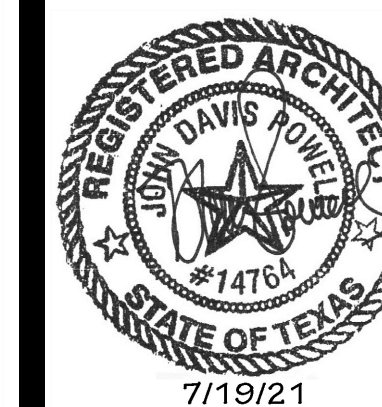


REFERENCE DEMOLITION
 PLAN ONLY EXCEPT FOR
 BOXED ITEMS. DEMOLITION
 OF EXISTING BUILDING BY
 COUNTY

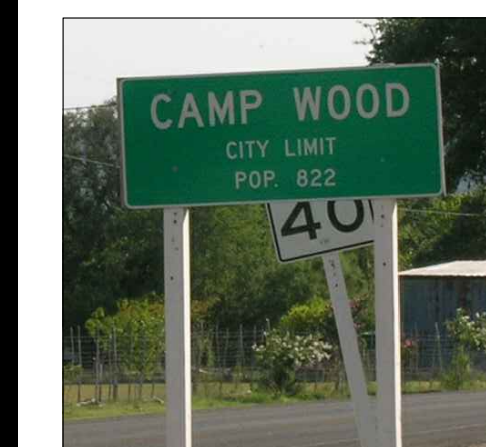
DEMOLITION NOTES:

- CONTRACTOR SHALL HAVE AT THE JOB SITE HAZARDOUS MATERIAL SURVEY PROVIDED BY OWNER
- SEE SPECIFICATION SECTION 1740 FOR DISPOSAL INFORMATION

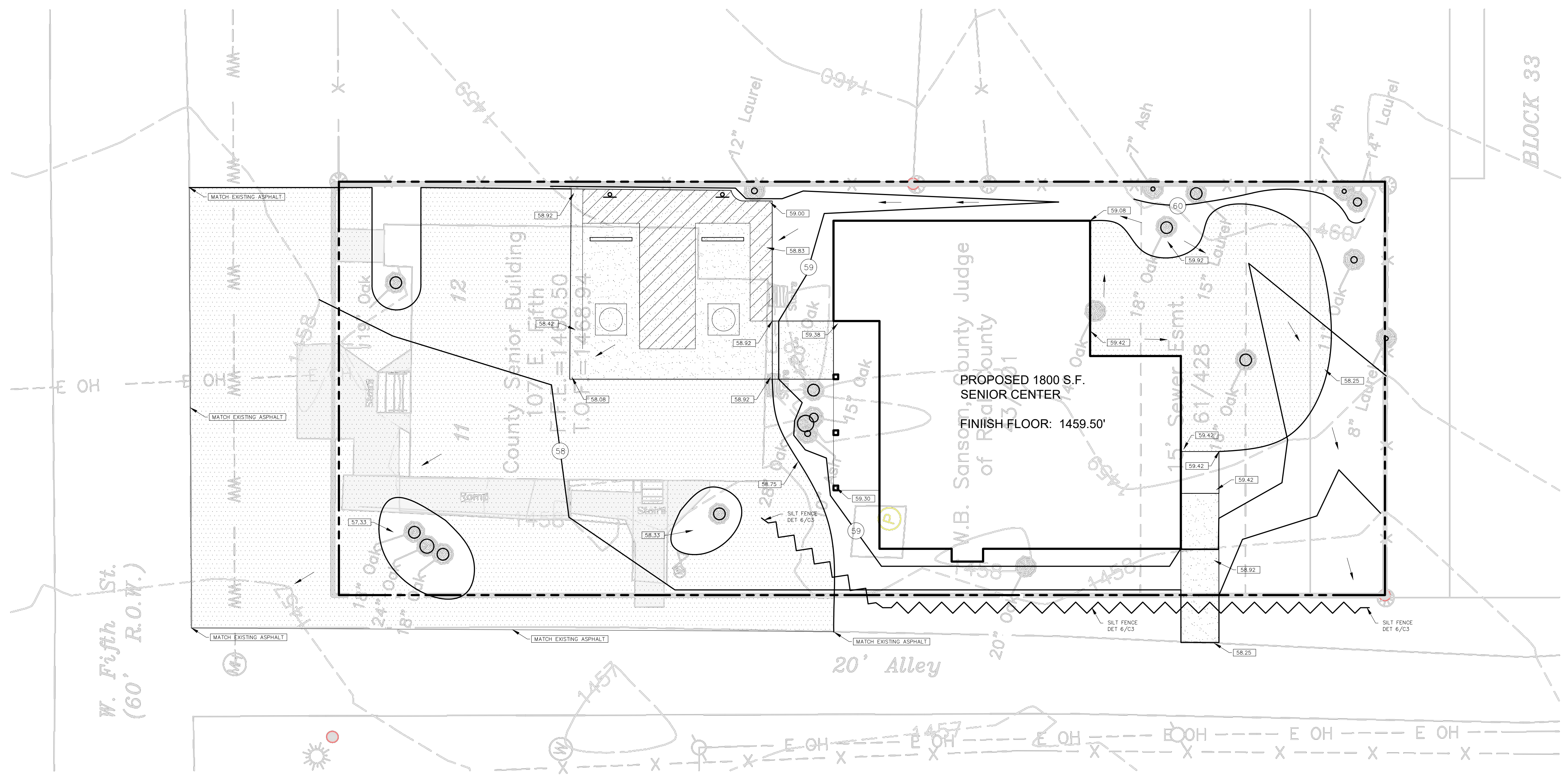
DEMOLITION
SITE PLAN:
 SCALE: 1/8"=1'-0"



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GRADING NOTES:

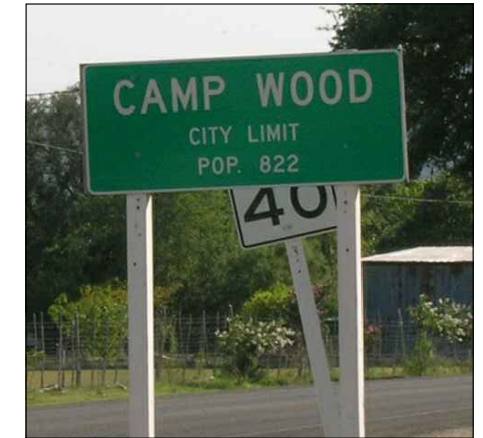
1. PARKING LOT SHALL BE STRIPED PER PLAN DIMENSIONS ON SHEET C1

GRADING SYMBOLS:

- - - - - PROPOSED GRADE
- — — — — EXISTING GRADE
- XX.XX PROPOSED SPOT ELEVATION
- xx.xx EXISTING SPOT ELEVATION
- FLOW DIRECTION INDICATOR
- ~ ~ ~ ~ ~ SILT FENCE DET 6/C3

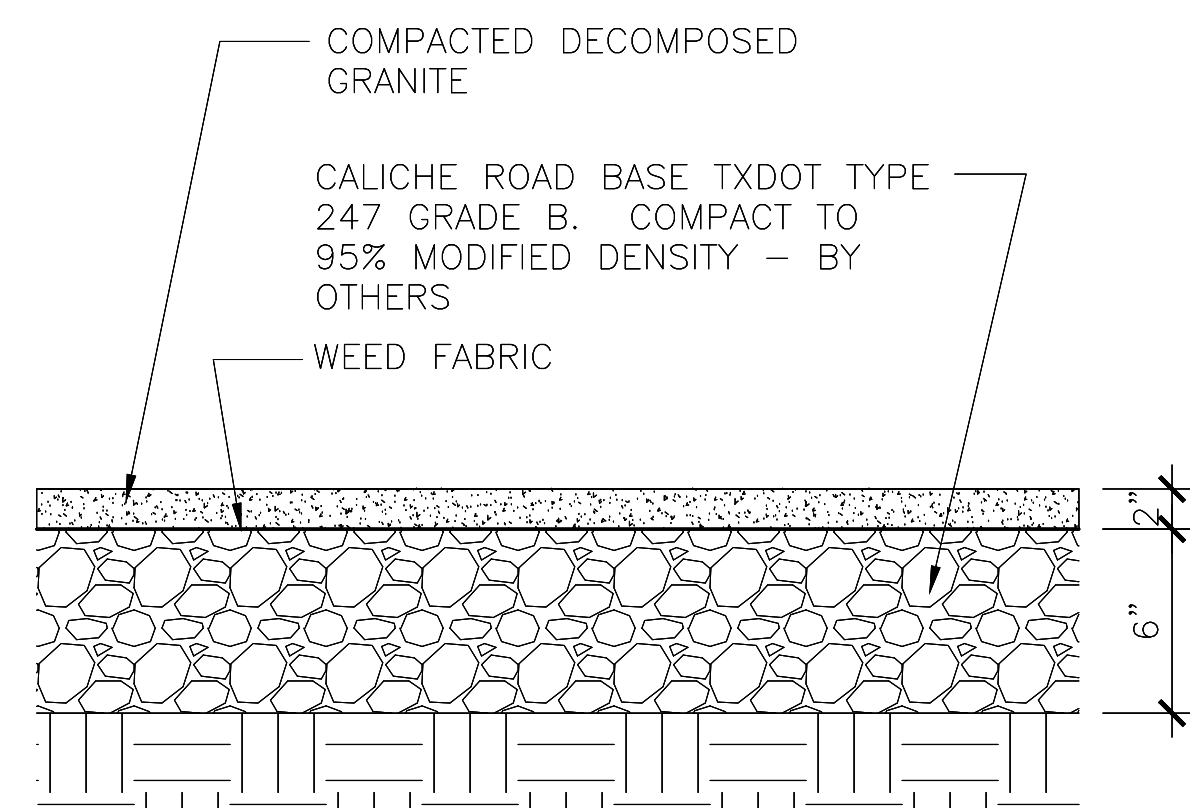
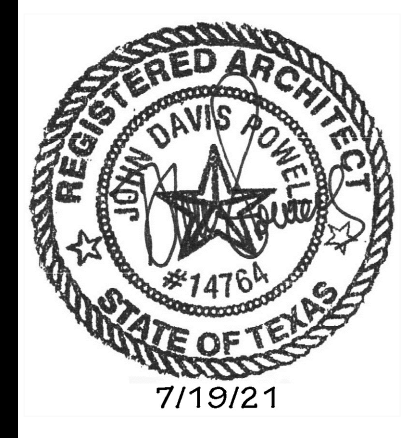
GRADING / SWPPP
SITE PLAN:
 SCALE: 1/8"=1'-0"

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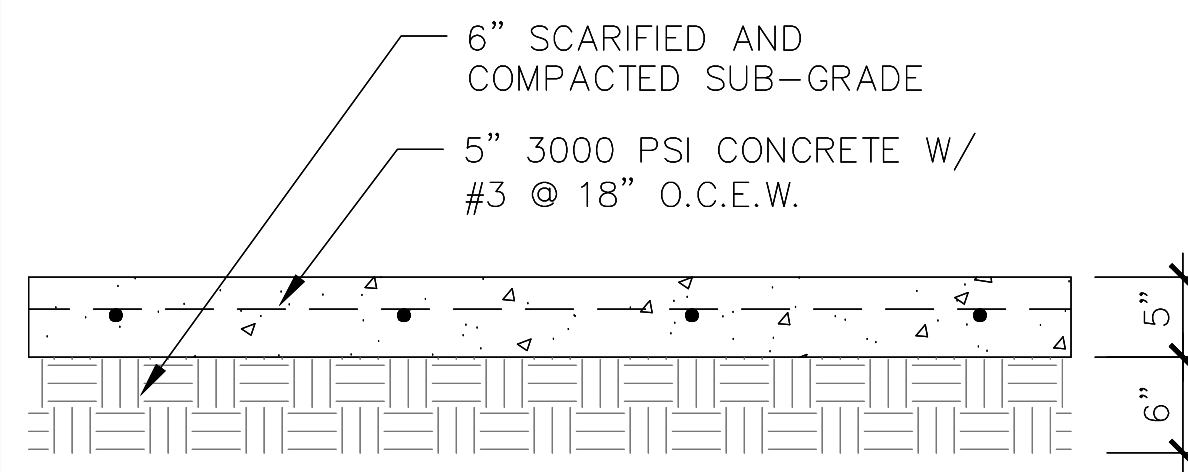


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SHEET:
C2

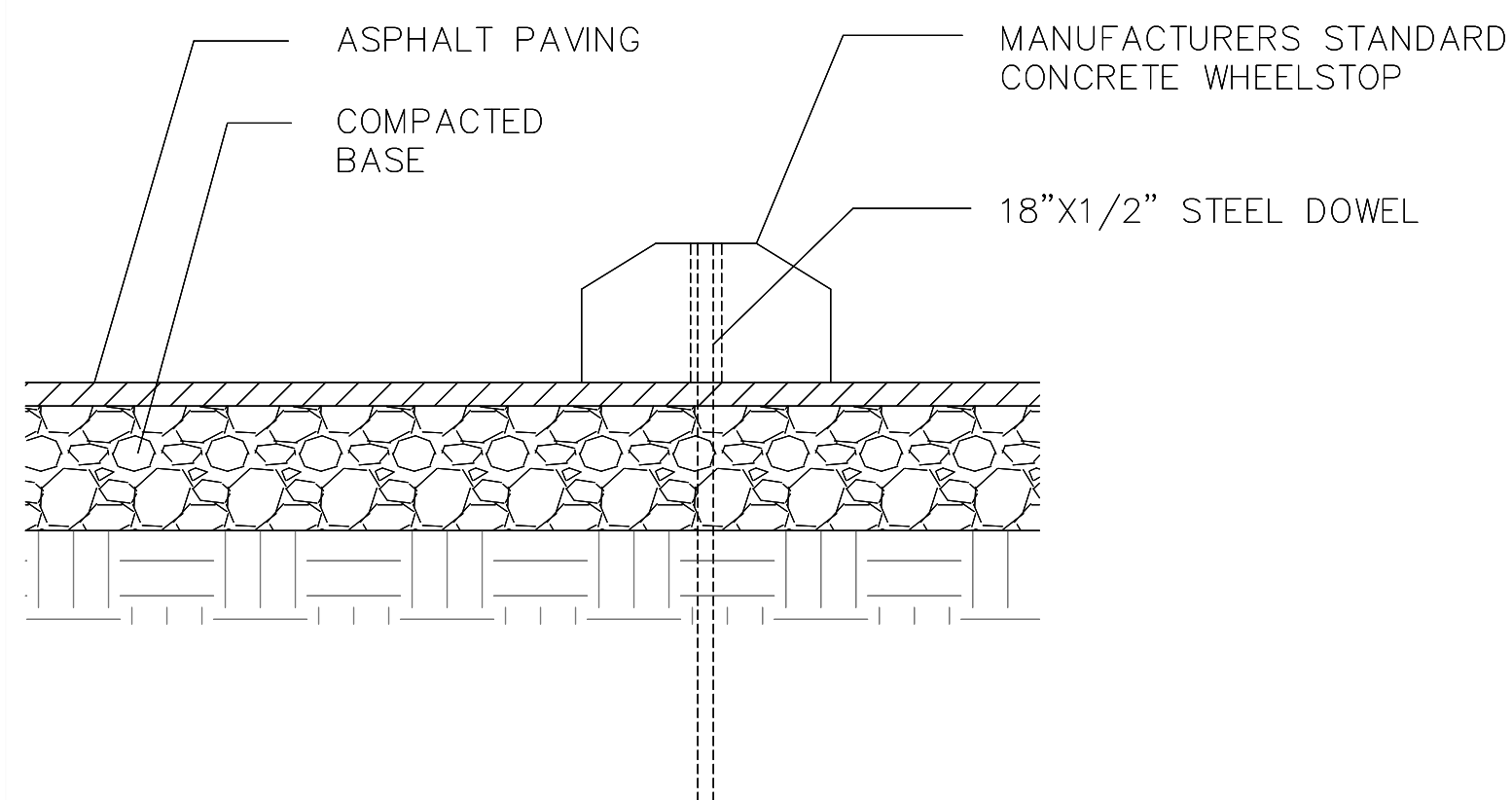


1 DETAIL
 SCALE: 1"=1'-0"

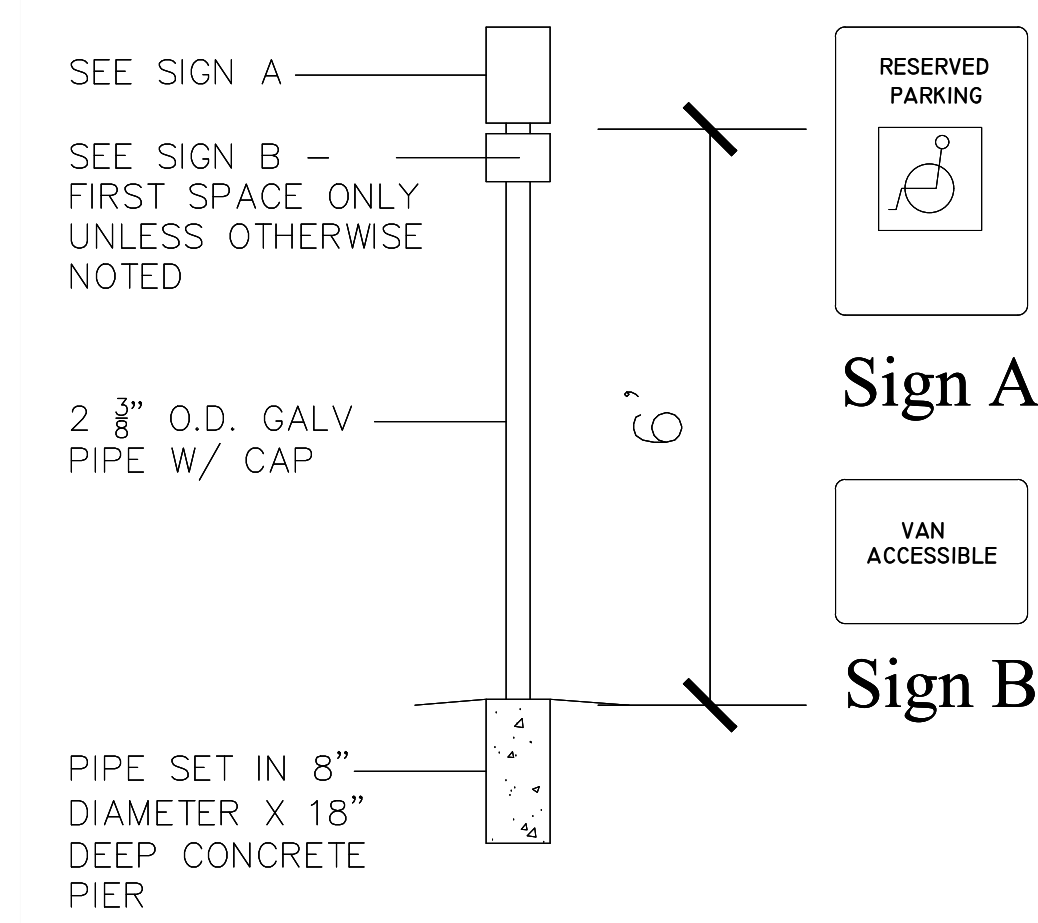


NOTE:
 PROVIDE EXPANSION JOINT @ 20' O.C.E.W.
 EXPANSION JOINTS:
 3/4" EXPANSION MATERIAL W/ PLASTIC CAP AND CONTINUOUS SEALANT

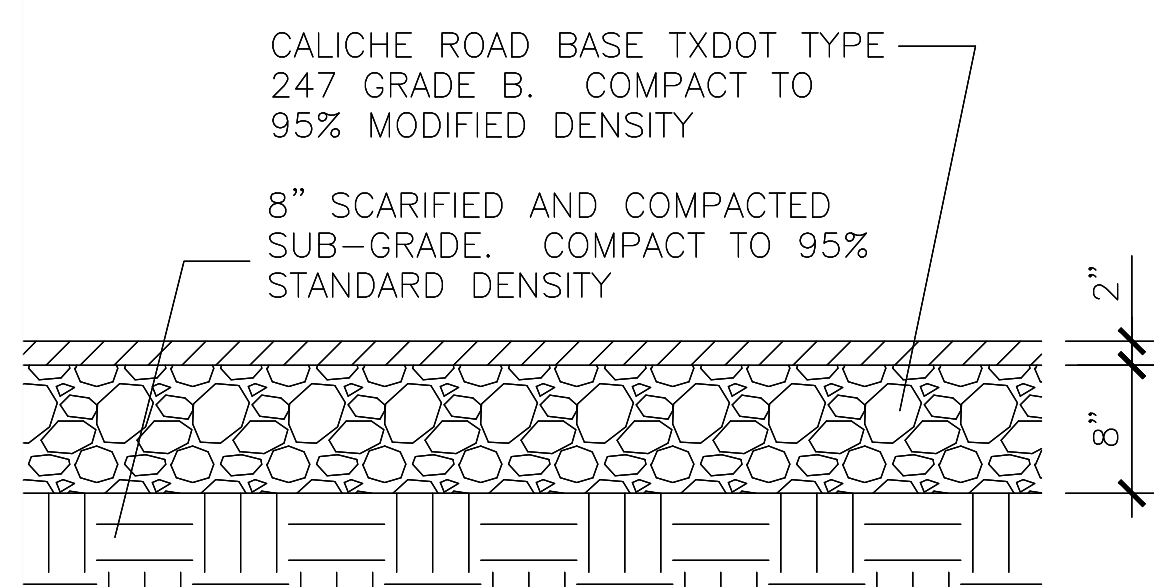
2 DETAIL
 SCALE: 1"=1'-0"



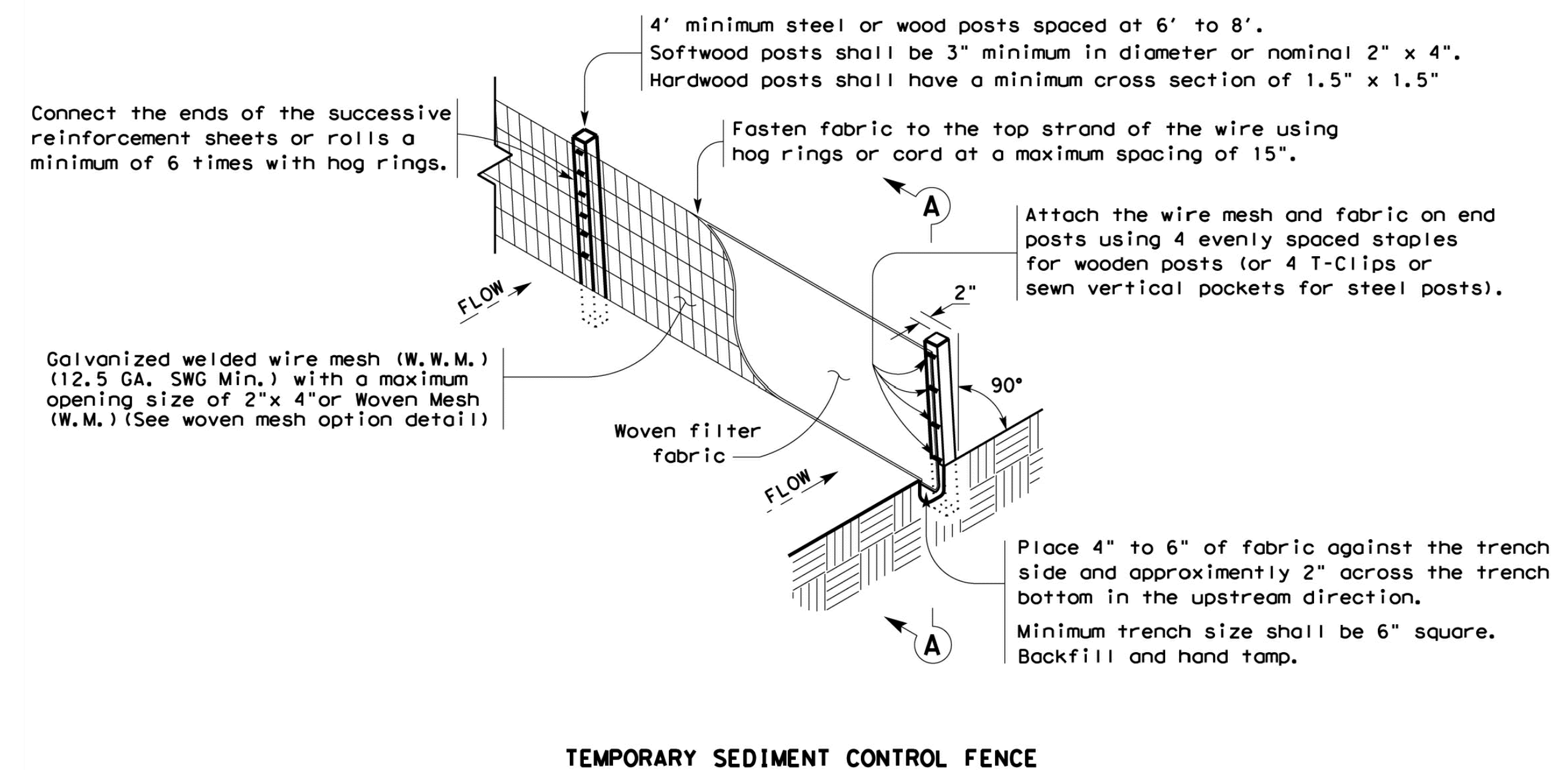
3 DETAIL
 SCALE: 1"=1'-0"



4 DETAIL
 SCALE: 1"=1'-0"

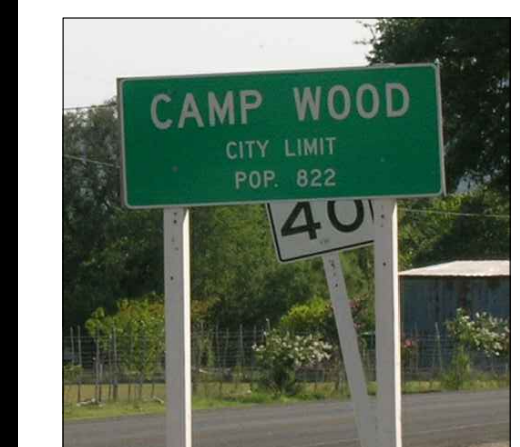


5 DETAIL
 SCALE: 1"=1'-0"



6 DETAIL
 SCALE: 1"=1'-0"

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SHEET:
C3

SHEET:
C3

FINISH SCHEDULE:

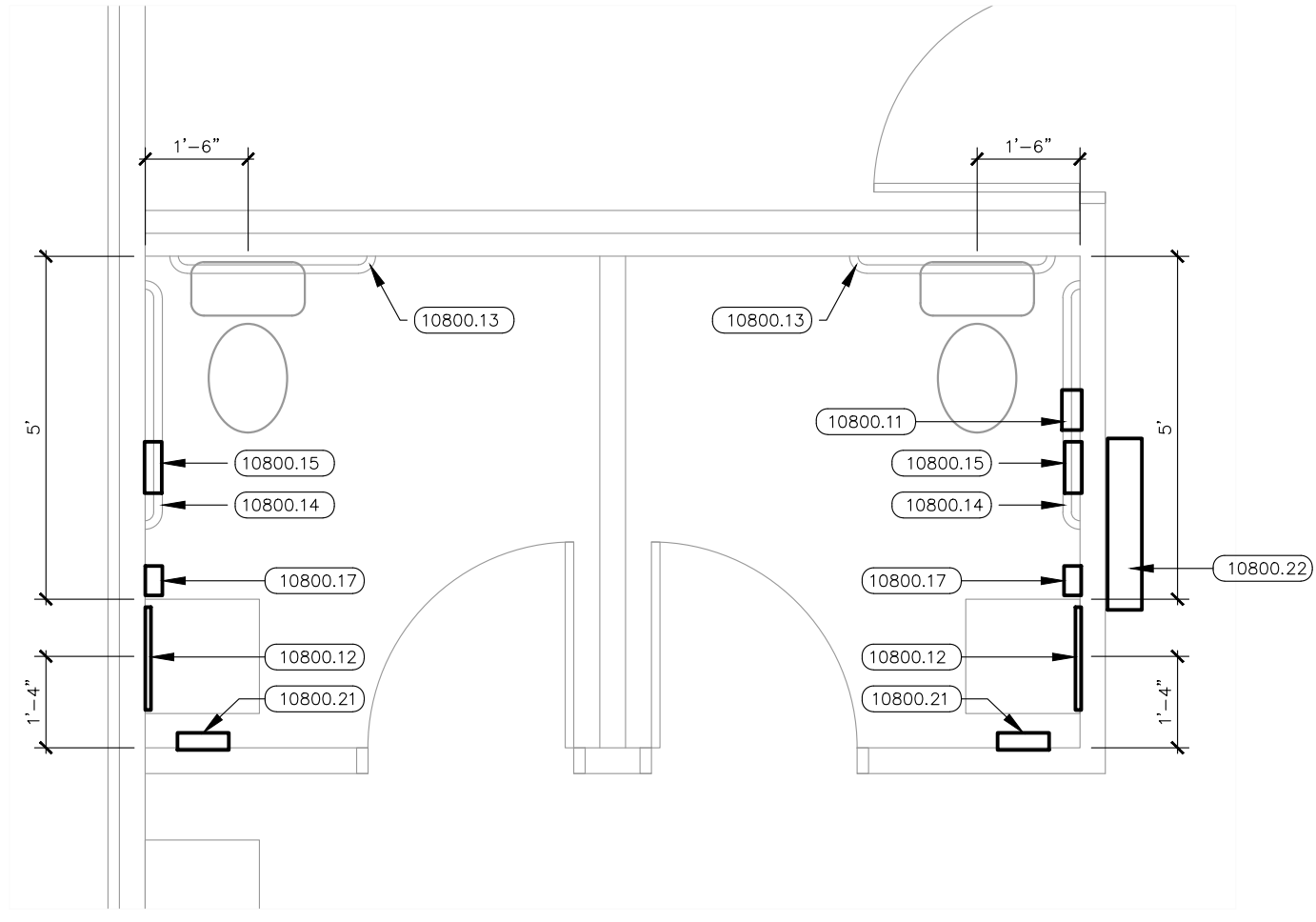
Room #	North Wall	East Wall	South Wall	West Wall	Ceiling	Flooring	Base	Door	Frame	Millwork	Counters	Comments
100	PX	PX	PX	PX	CLG1	STC	V	ALUM	ALUM			
101	PX	PX	PX	PX	CLG1	STC	V	S1	ALUM			
102	PX/FRP	PX/FRP	PX/FRP	PX/FRP	CLG1	STC	V	S1	ALUM			FRP TO 4'-4" A.F.F. W/ PX ABOVE
103	PX/FRP	PX/FRP	PX/FRP	PX/FRP	CLG1	STC	V	S1	ALUM			FRP TO 4'-4" A.F.F. W/ PX ABOVE
104	PX	PX	PX	PX	CLG1	STC	V	S1	ALUM			
105	PX	PX	PX	PX	S1	STC	V	S1				FIR PLANK CEILING W/ S1 FINISH
106	PX	PX	PX	PX	CLG1	STC	V	S1	ALUM			
107	PX/FRP	PX/FRP	PX/FRP	PX/FRP	CLG1	STC	V	S1	ALUM	SS	SS / GR	FRP TO 7'-2" A.F.F. W/ PX ABOVE
108	PX/FRP	PX/FRP	PX/FRP	PX/FRP	CLG1	STC	V	S1	ALUM			FRP TO 7'-2" A.F.F. W/ PX ABOVE
109	PX/FRP	PX/FRP	PX/FRP	PX/FRP	CLG1	STC	V	S1	ALUM			FRP TO 4'-4" A.F.F. W/ PX ABOVE

WALL FINISHES: PX PAINT CTX CERAMIC TILE TF TAPE AND FLOAT FRP FIBERGLASS REINF	FLOOR FINISHES: STC STAINED CONCRETE W/ SEALER	CEILING: CLG 1 2X2 LAY-IN S1 FIR PLANK CLG STAINED S1	OTHER: GR GRANITE COUNTER S1 STAINED WOOD PL PLASTIC LAMINATE X COLOR NOT DETERMINED BLANK NONE / NOT APPLICABLE V VINYL COVE BASE ALUM ALUMINUM SS STAINLESS STEEL
--	--	--	--

FINISH SCHEDULE NOTES:
 1. SEE ALLOWANCES FOR GRANITE COUNTER PRICING

FOOD SERVICE SCHEDULE:

14001	3' RACK	6 EACH	GUSTO 1836KIT W/ CASTERS
14002	8' WORK TABLE	1 EACH	GUSTO WT3096
14003	3 TUB SINK	1 EACH	ADVANCE TABCO T9-3-54-X
14004	60" RANGE	1 EACH	GARLAND G60-6R24RR NG RANGE W/ 2 OVENS
14005	MICROWAVE OVEN	1 EACH	AMANA RFS12TS 120V/1PH
14006	6" TUB SINK	2 EACH	GUSTO WT3072 W/ 2 END DRAWERS
14007	HAND WASH SINK	1 each	KROWNE HS-2-L
14008	FREEZER	1 EACH	TRUE T-43F-HC
14009	REFRIGERATOR	1 EACH	TRUE T-43-HC
14010	ICEMAKER	1 EACH	SCOTSMAN C0330MA/B330P PRODIGY W/ 344 L. BIN
14011	UTILITY CART	2 EACH	LAKESIDE FOOD SERVICE MODIFIABLE MODEL 460
14012	SUSPENDED POT RACK	1 EACH	ADVANCE TABCO SC-72



TOILET ACCESSORY PLAN
 SCALE: 3/8"=1'-0"

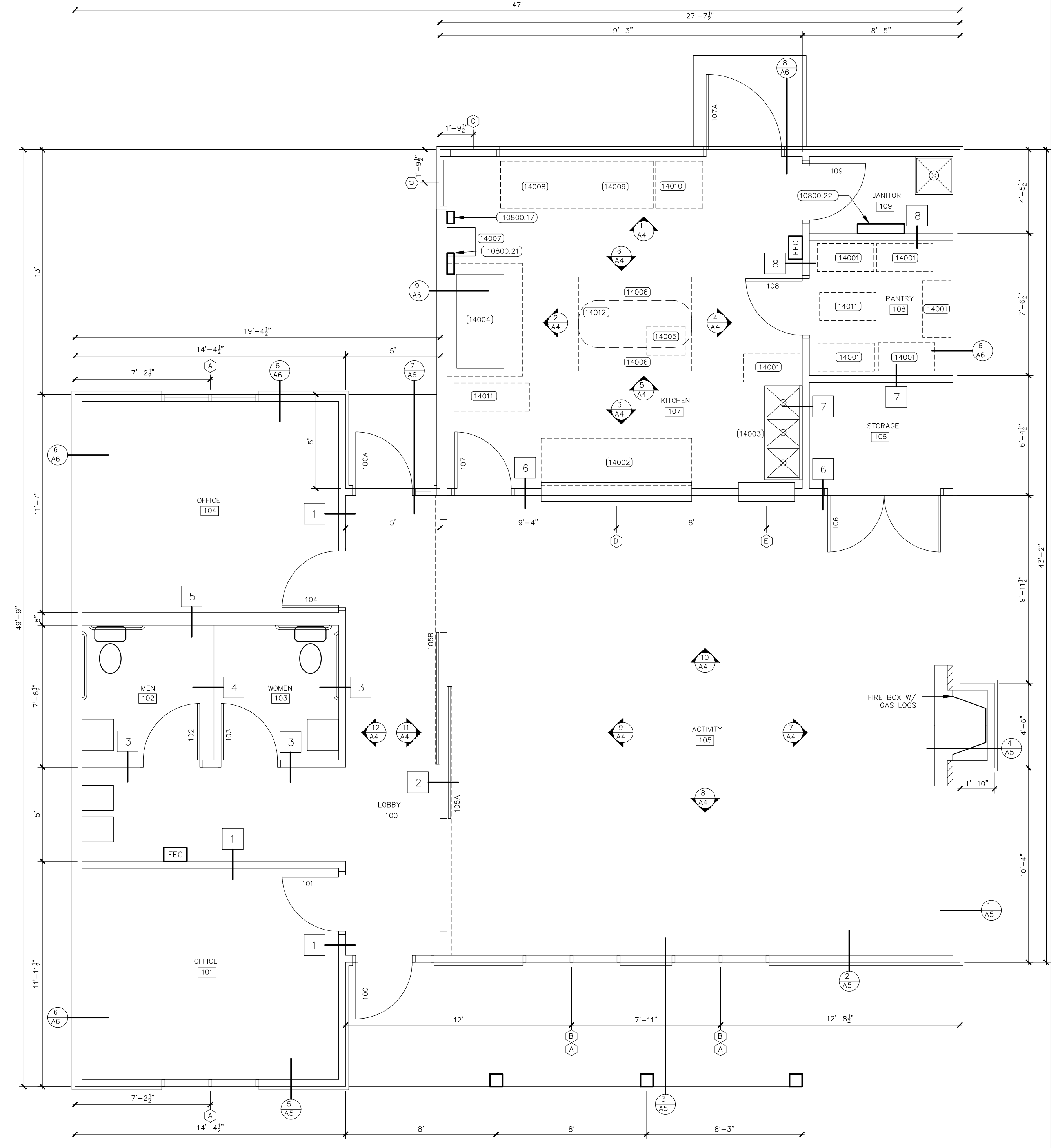
TOILET ACCESSORIES SCHEDULE:

10800.11	BOBRICK FEMINE NAPKIN DISPOSAL #270 MOUNT AT 28" A.F.F. TO L2
10800.12	ASI MIRROR #600 MOUNT @ 40" A.F.F. TO REFLECTIVE SURFACE
10800.13	ASI 36" GRAB BAR #3800 MOUNT @ 33" A.F.F. AND 13" FROM CL OF TOILET TO END
10800.14	ASI 48" GRAB BAR #3800 MOUNT @ 33" A.F.F. AND 9" FROM BACK WALL TO END
10800.15	ASI TOILET PAPER DISPENSER #0042 MOUNT @ 20" A.F.F. AND 8" IN FRONT OF TOILET TO CL OF DISPENSER
10800.17	ASI SOAP DISPENSER #20364 @ 44" TO CL
10800.18	ASI MIRROR #620-6020 MOUNT @ 72" A.F.F. TO TOP OF MIRROR
10800.21	ASI PAPER TOWEL DISPENSER #210 MOUNT @ 44" A.F.F. TO BOTTOM OF DISPENSER
10800.22	ASI MOP RACK #1308 MOUNT @ 72" A.F.F.

TOILET ACCESSORIES NOTES:

- NOT ALL ACCESSORIES IN SCHEDULE MAY BE USED ON PROJECT.
- DIMENSIONS INDICATED ARE REQUIRED FOR TEXAS ACCESSIBILITY COMPLIANCE. NO EXCEPTIONS.
- PROVIDE PAPER TOWEL DISPENSER AND SOAP NEXT TO HAND SINK IN KITCHEN - SEE FLOOR PLAN
- PROVIDE MOP RACK IN ROOM 109 - SEE FLOOR PLAN

RESTROOM INFORMATION:



FLOOR PLAN SYMBOLS:

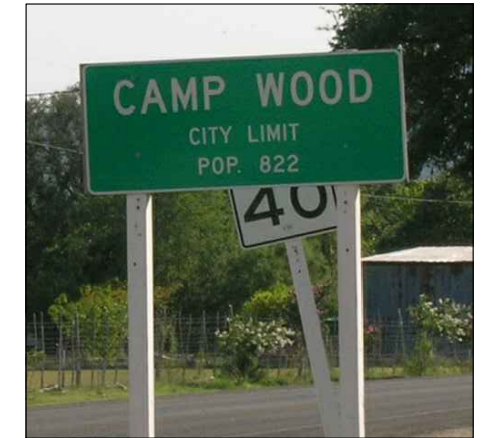
- SECTION / DETAIL NUMBER
- SECTION / DETAIL SYMBOL
- SECTION / DETAIL SHEET
- WALL TYPE SYMBOL - SEE SHEET A6
- WINDOW TYPE SYMBOL - SEE SHEET A18
- FIRE EXTINGUISHER AND CABINET

FLOOR PLAN NOTES:

- FOR FINISH INFORMATION SEE FINISH SCHEDULE SHEET A1
- FOR DOOR AND WINDOW INFORMATION SEE SHEET A8
- FOR DOOR SCHEDULE SEE SHEET A8

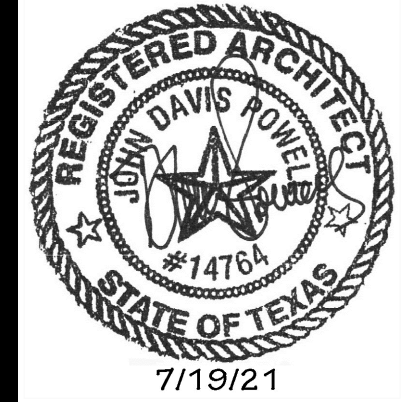
FLOOR PLAN:
 SCALE: 1/4"=1'

**New Senior Center
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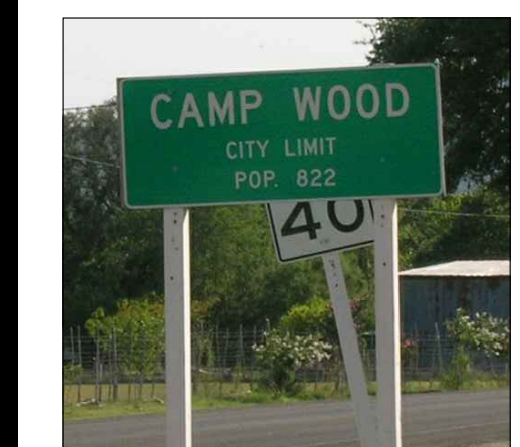


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**SHEET:
 A1**

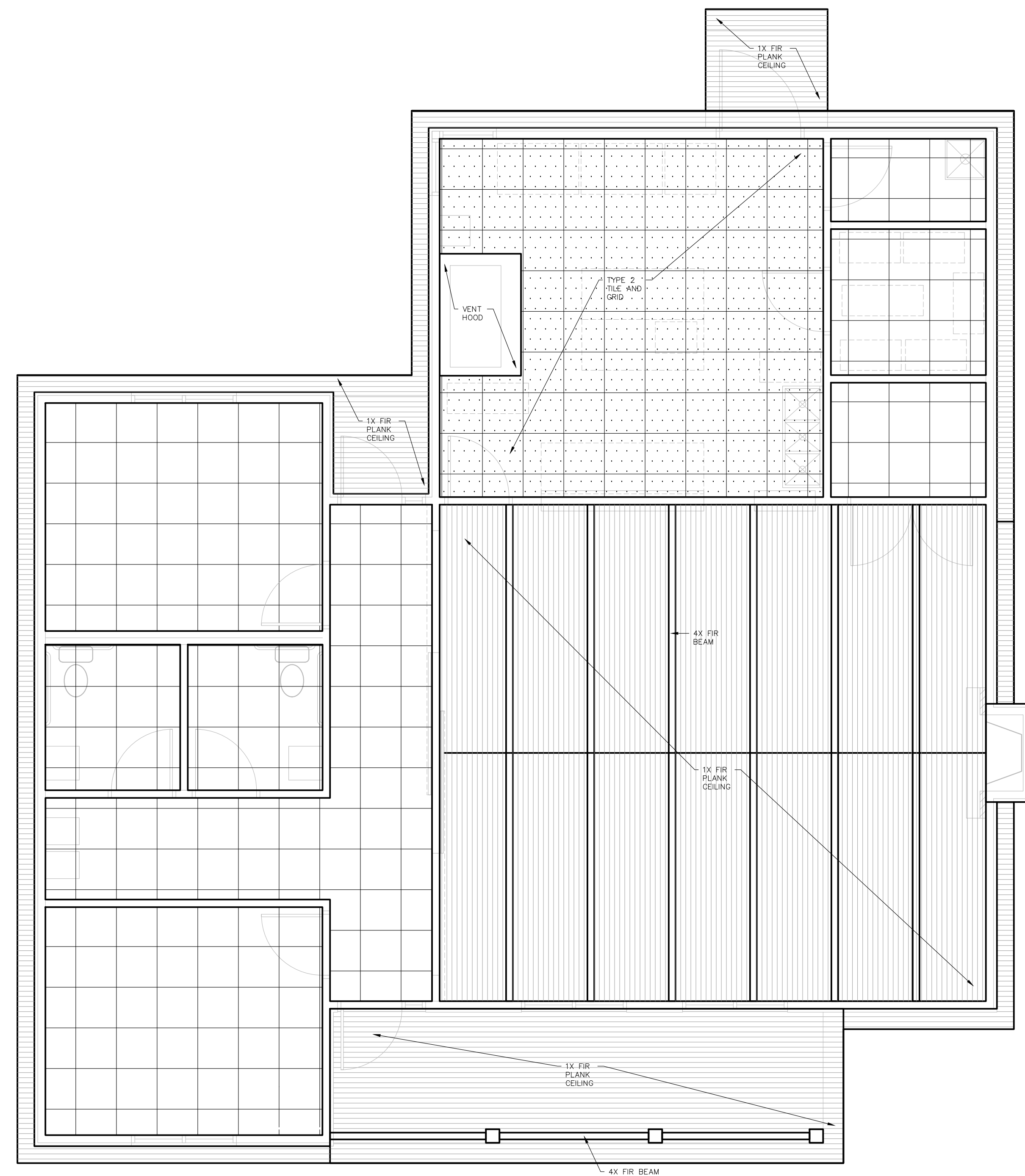


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 Real County
 Camp Wood, TX



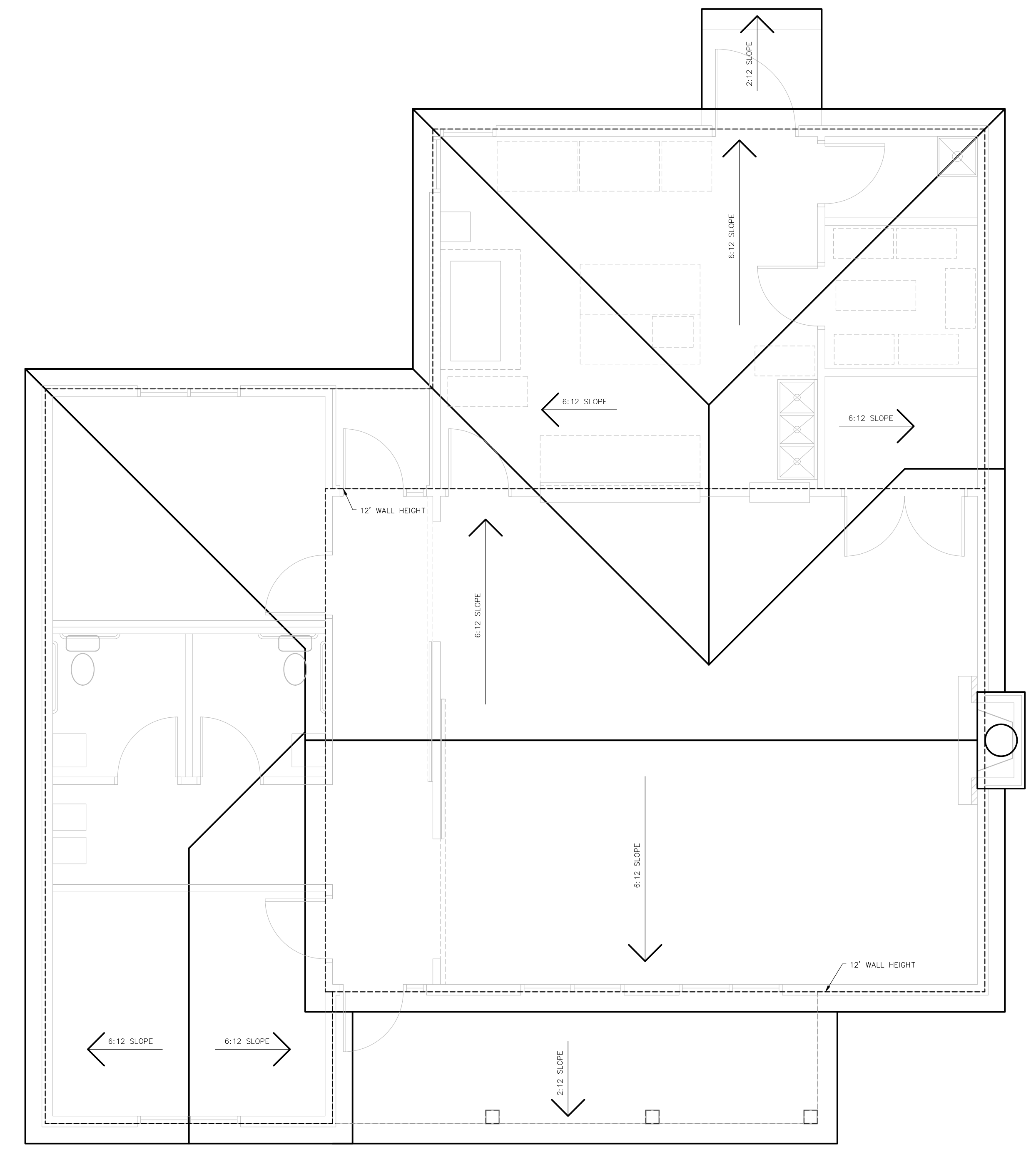
DATE:	7/19/21
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SHEET:
A2



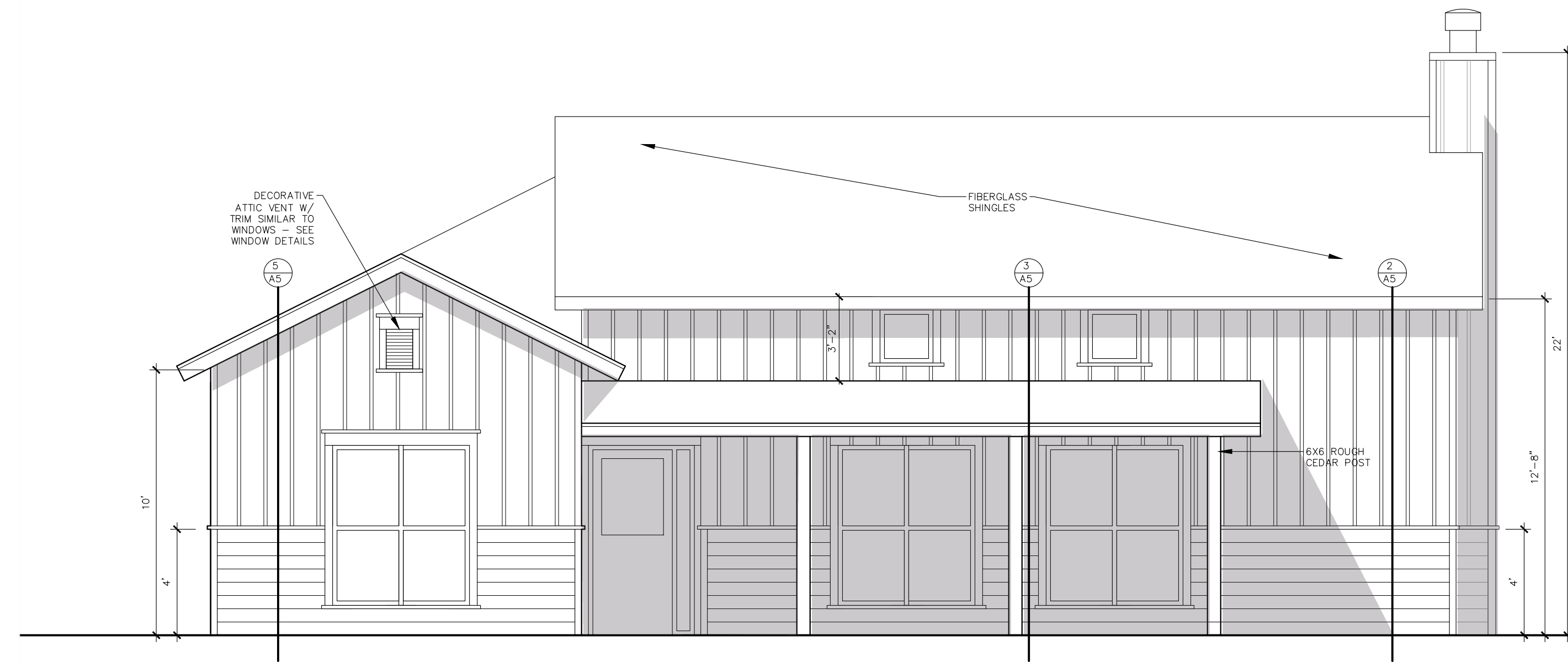
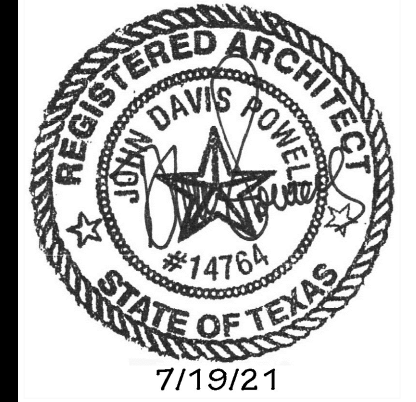
- CEILING NOTES:**
1. CEILING HEIGHT SHALL BE 9' UNLESS OTHERWISE NOTED
 2. CEILING TO BE 2X2 LAY-IN UNLESS OTHERWISE NOTED

CEILING PLAN:
 SCALE: 1/4"=1'

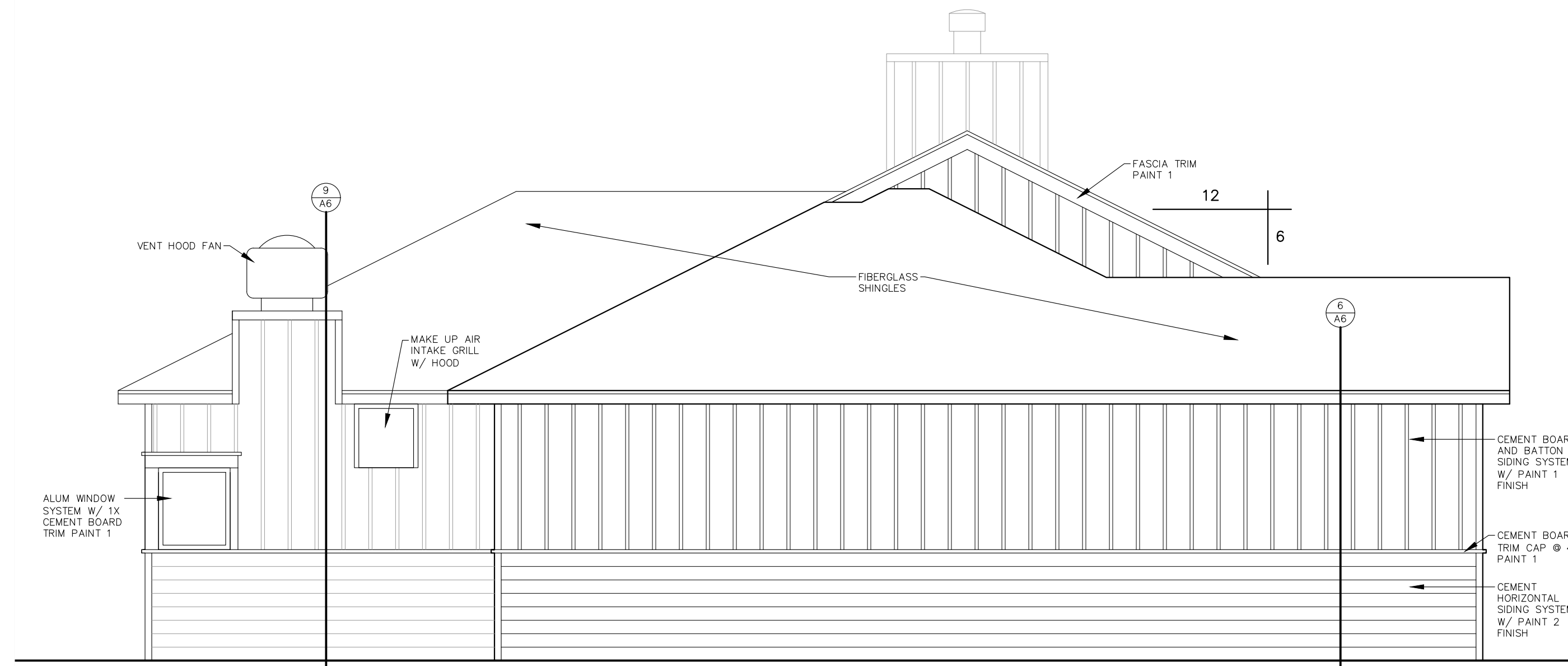


- ROOF PLAN NOTES:**
1. ROOFING SHALL BE TEXTURED FIBERGLASS SHINGLES UNLESS OTHERWISE NOTED
 2. WALL HEIGHTS ARE 10' UNLESS OTHERWISE NOTED

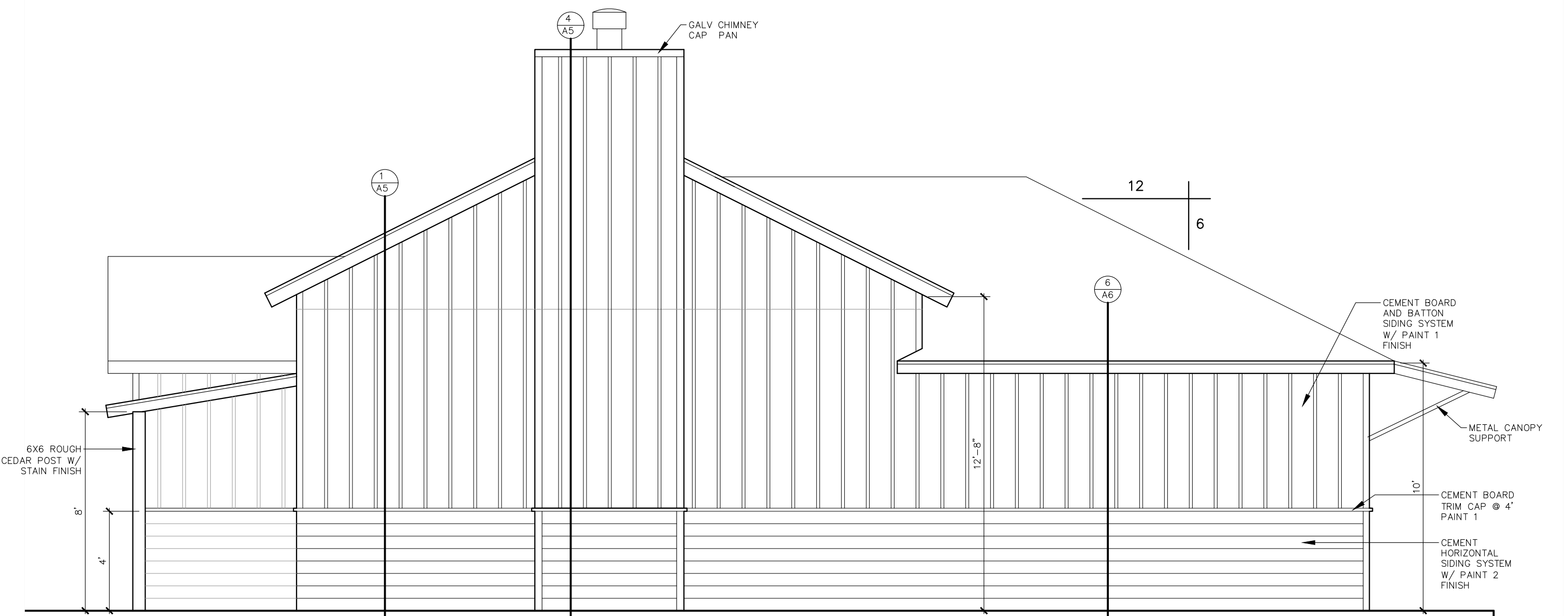
ROOF PLAN:
 SCALE: 1/4"=1'



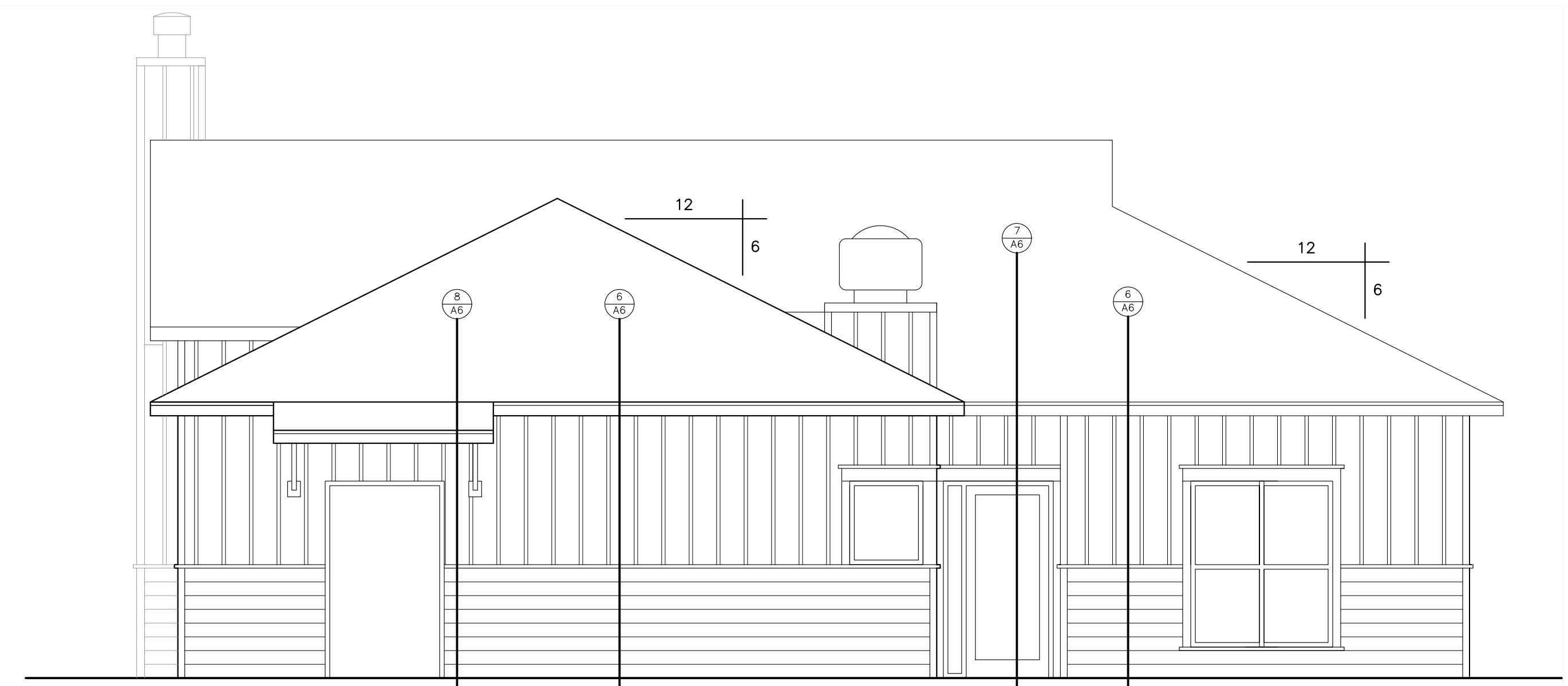
WEST:



NORTH



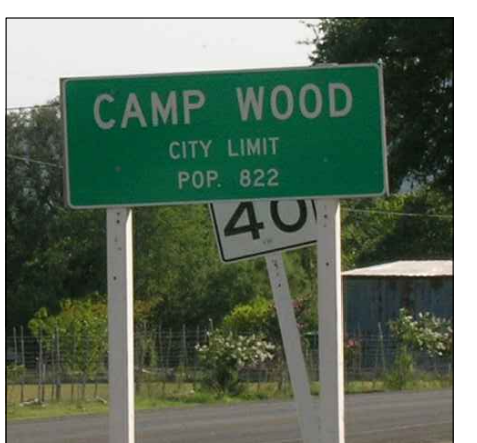
SOUTH



EAST:

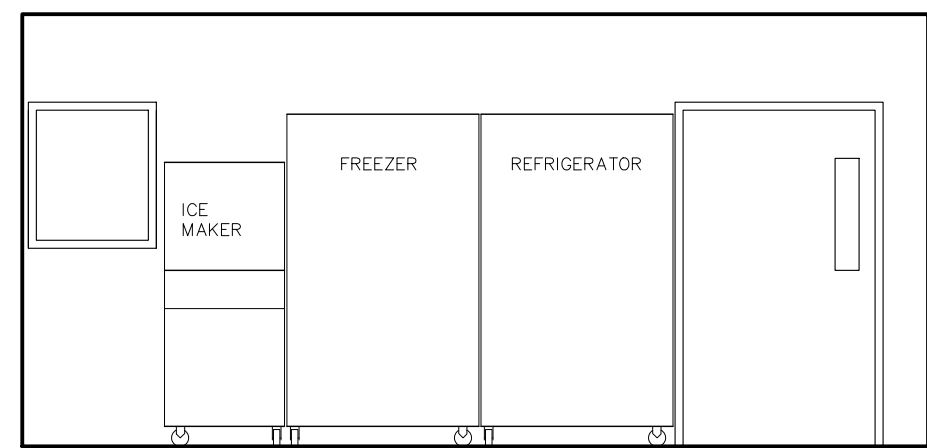
ELEVATIONS:
SCALE: 1/4"=1'-0"

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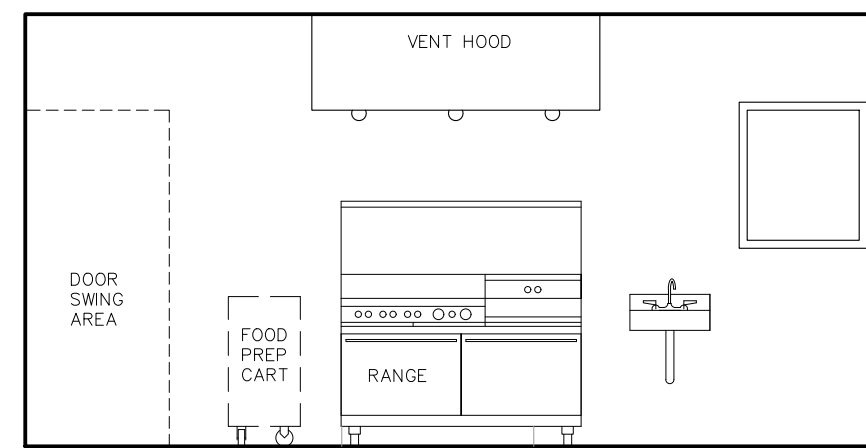


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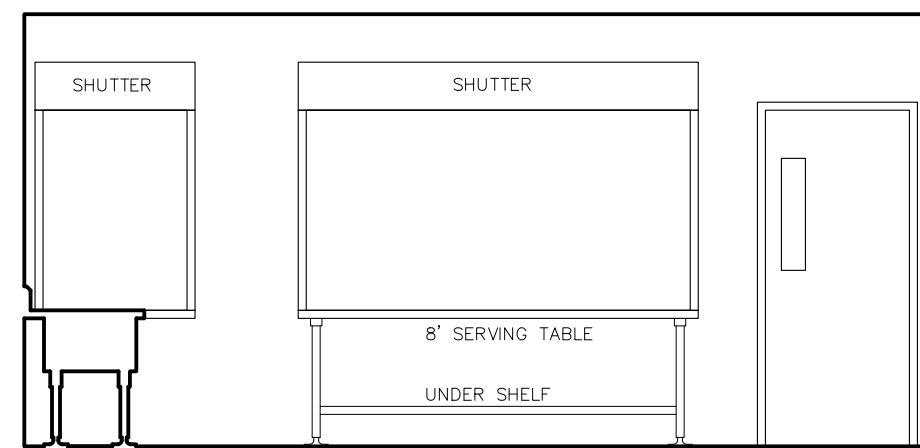
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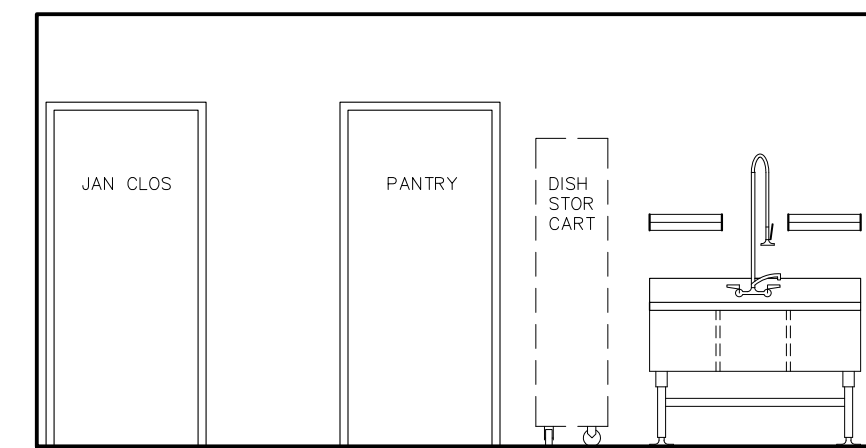
1 ELEVATION
 SCALE: 1/4"=1'



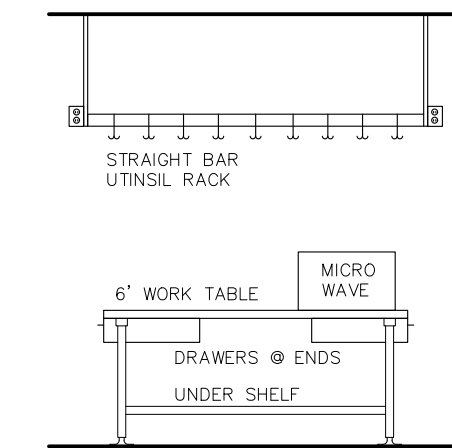
2 ELEVATION
 SCALE: 1/4"=1'



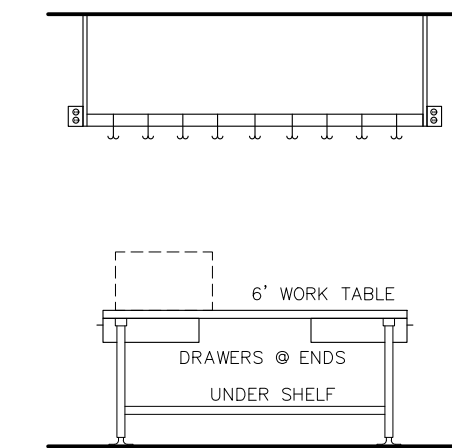
3 ELEVATION
 SCALE: 1/4"=1'



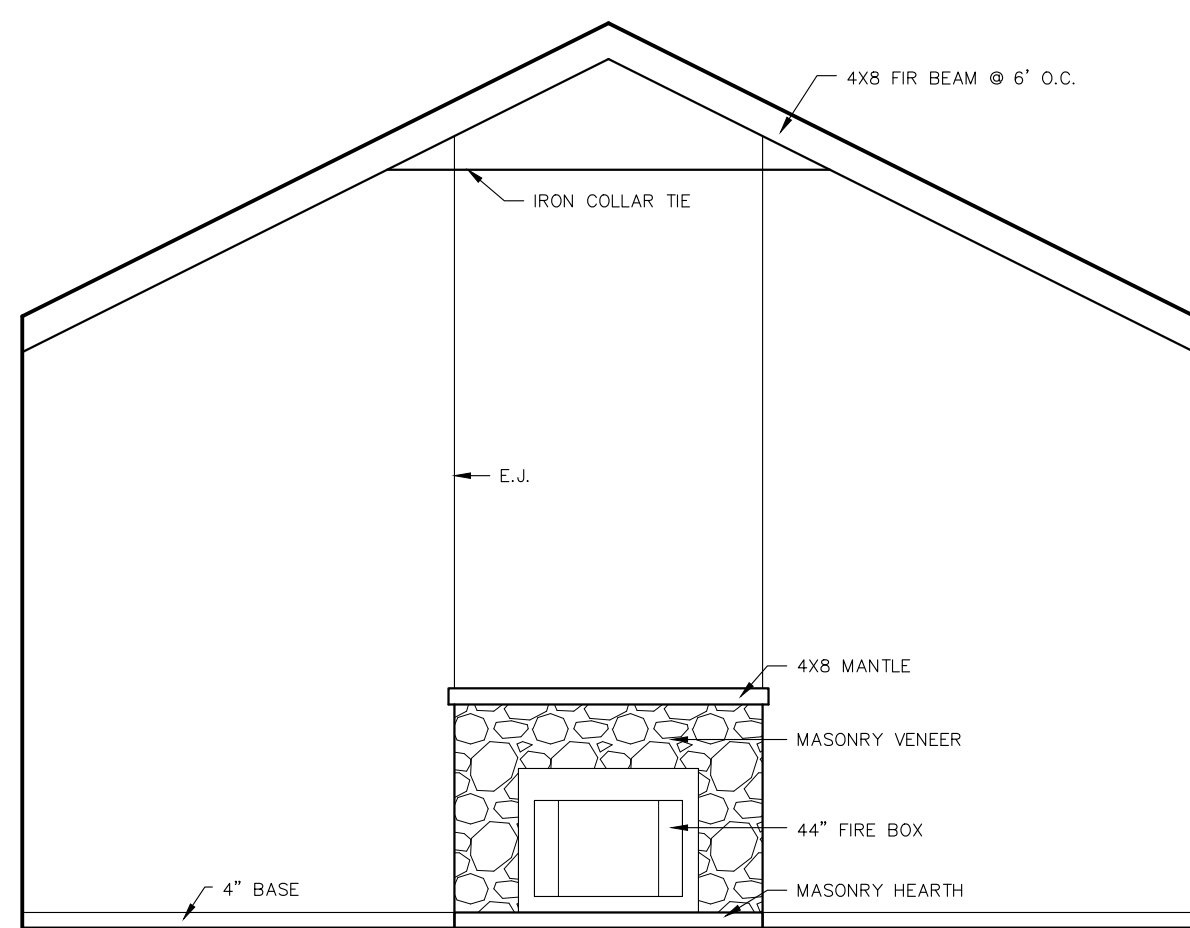
4 ELEVATION
 SCALE: 1/4"=1'



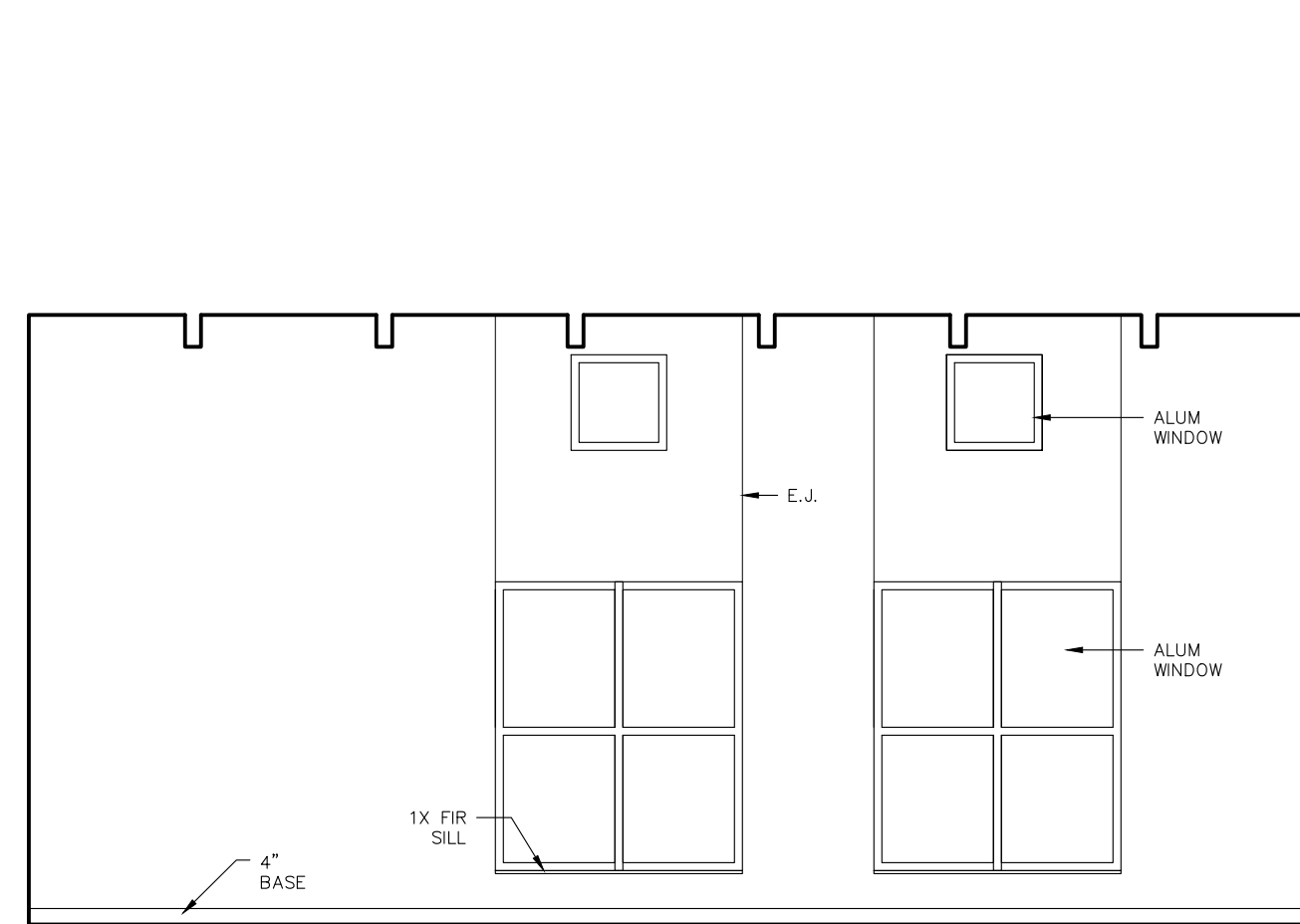
5 ELEVATION
 SCALE: 1/4"=1'



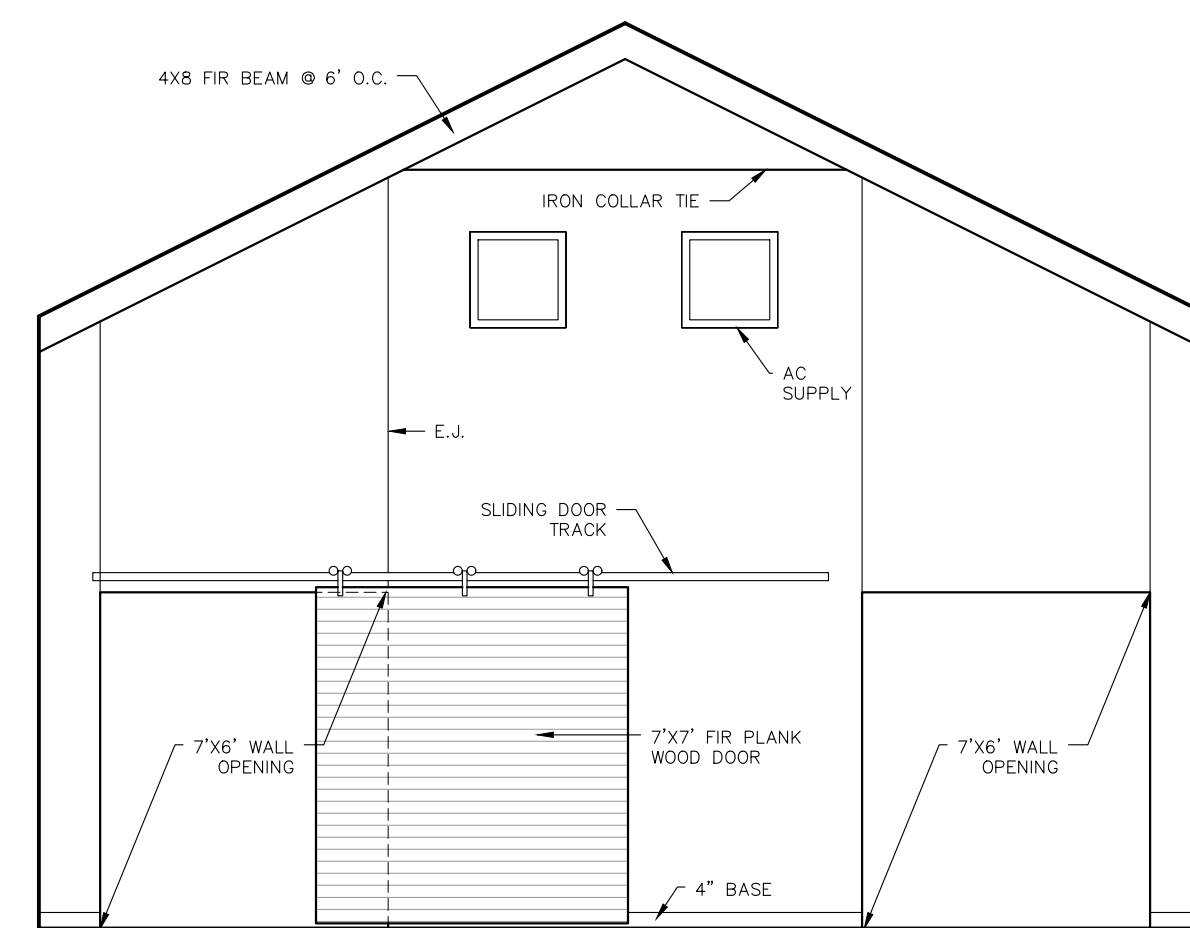
6 ELEVATION
 SCALE: 1/4"=1'



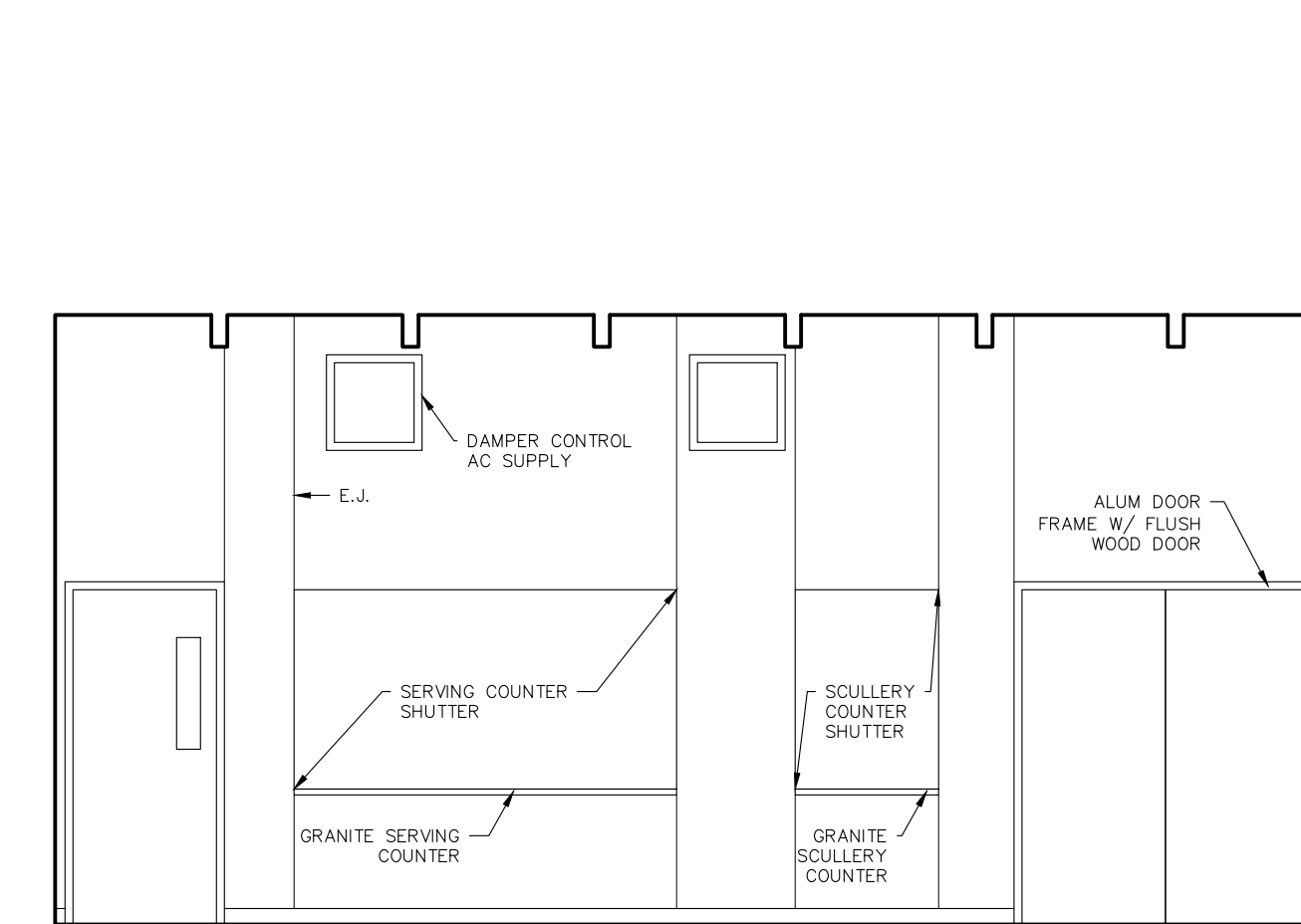
7 ELEVATION
 SCALE: 1/4"=1'



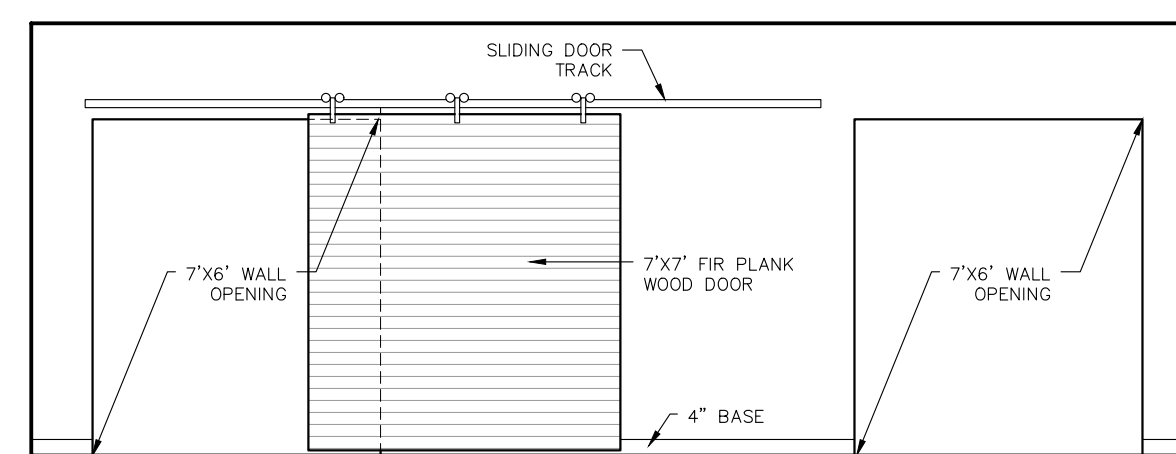
8 ELEVATION
 SCALE: 1/4"=1'



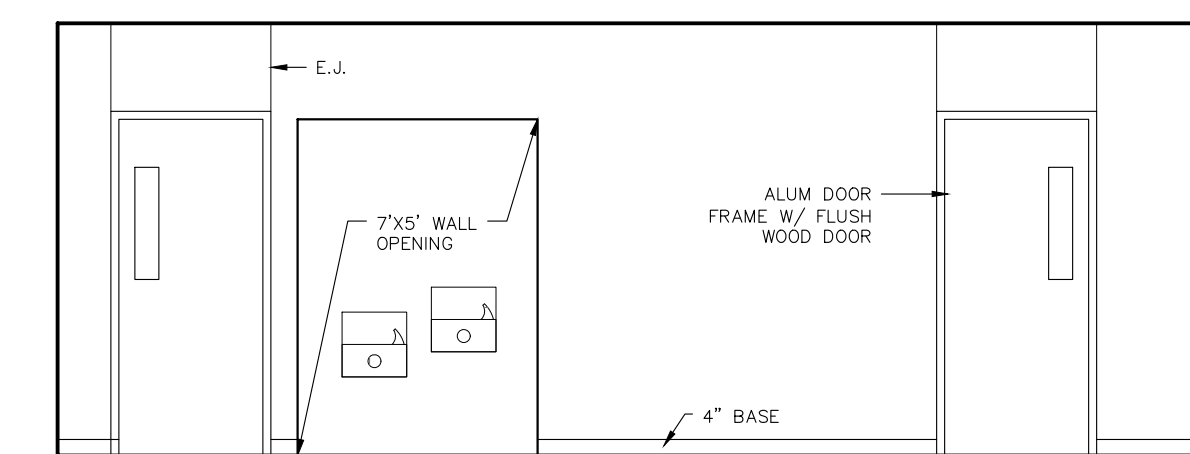
9 ELEVATION
 SCALE: 1/4"=1'



10 ELEVATION
 SCALE: 1/4"=1'



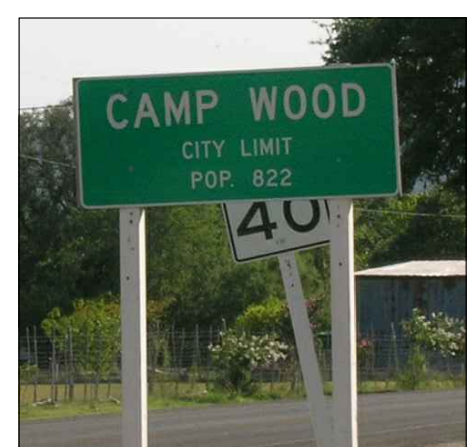
11 ELEVATION
 SCALE: 1/4"=1'



12 ELEVATION
 SCALE: 1/4"=1'

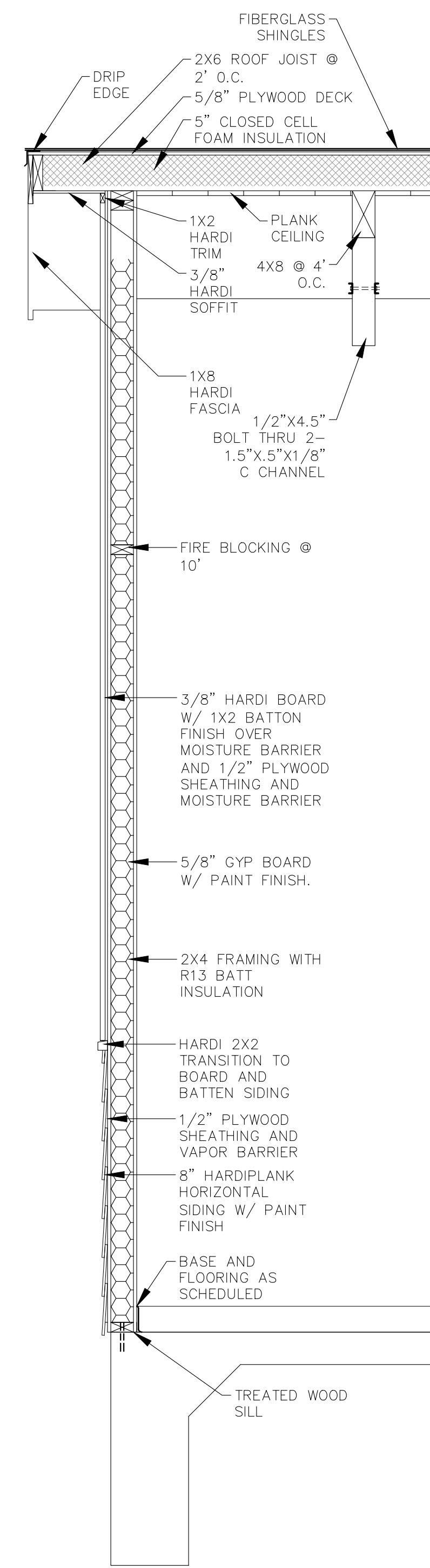
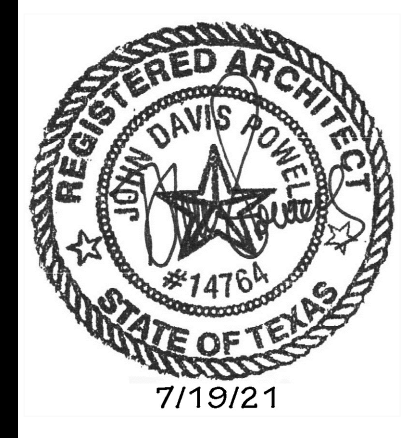
SCALE: 1/4"=1'-0"

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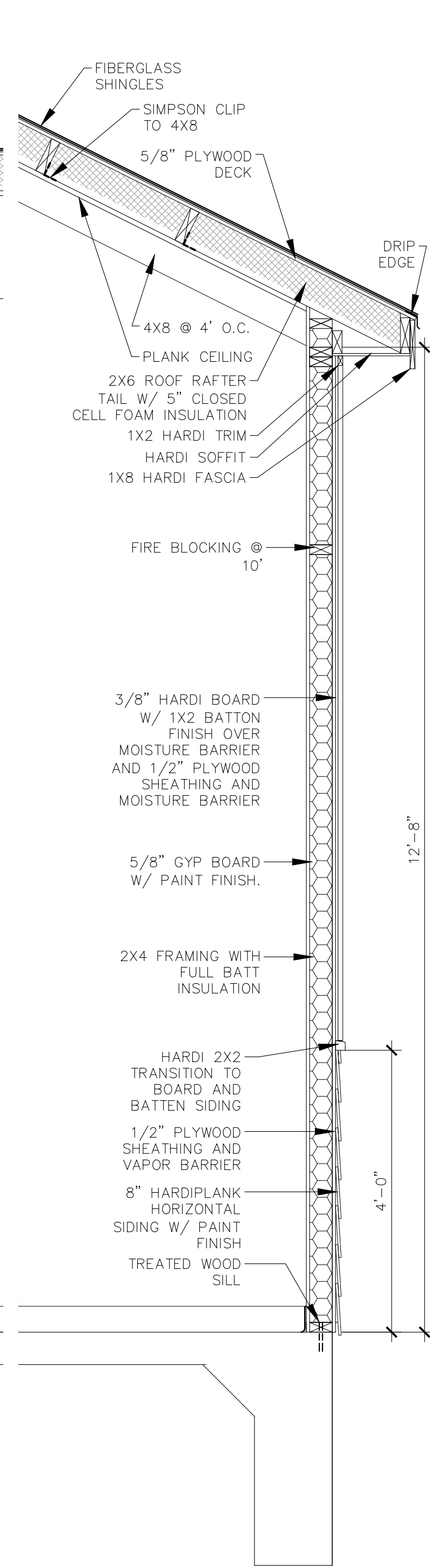


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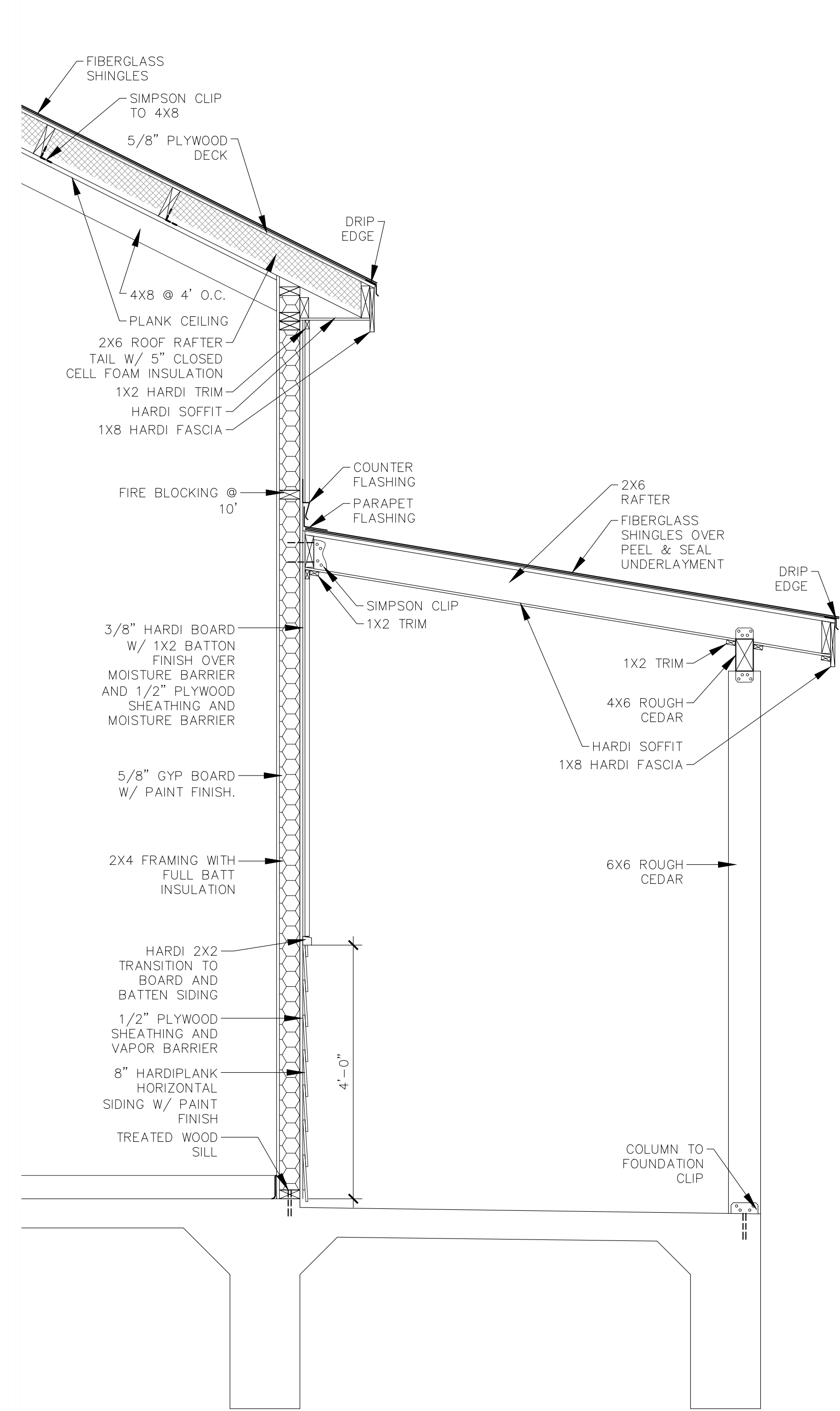
SHEET:
A4



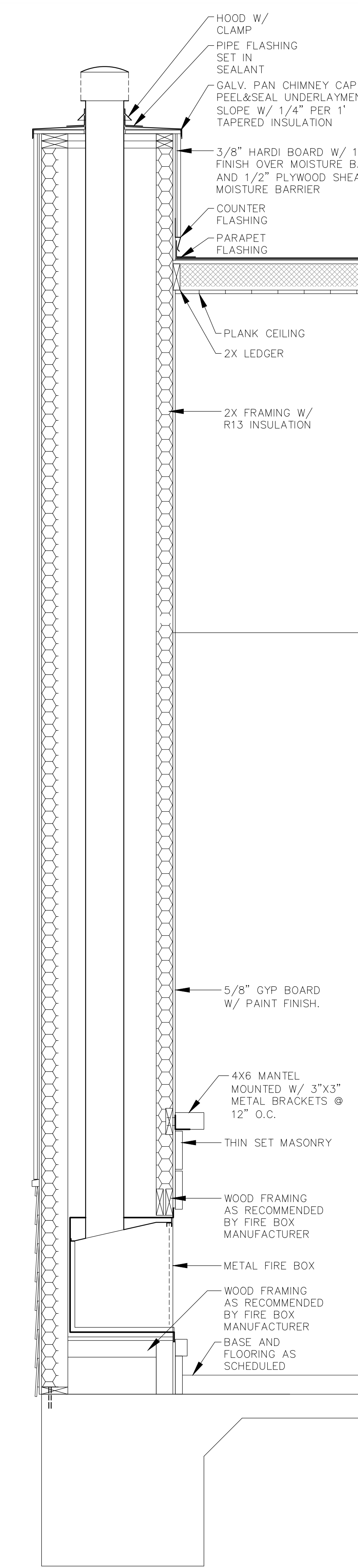
1 SECTION
 SCALE: 3/4"=1'-0"



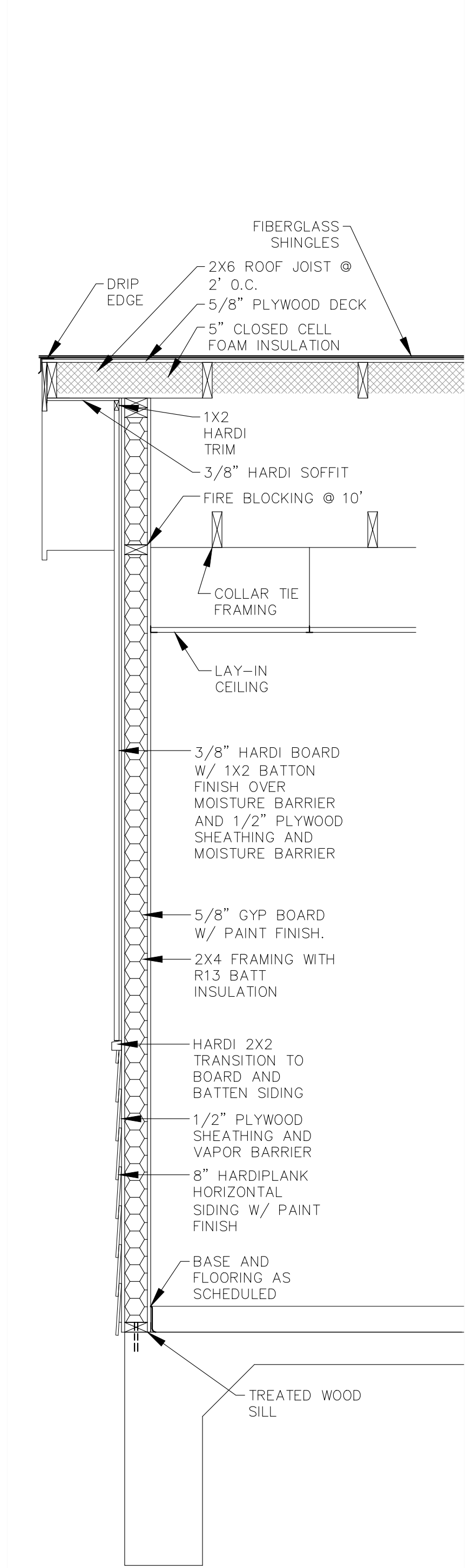
2 SECTION
 SCALE: 3/4"=1'-0"



3 SECTION
 SCALE: 3/4"=1'-0"



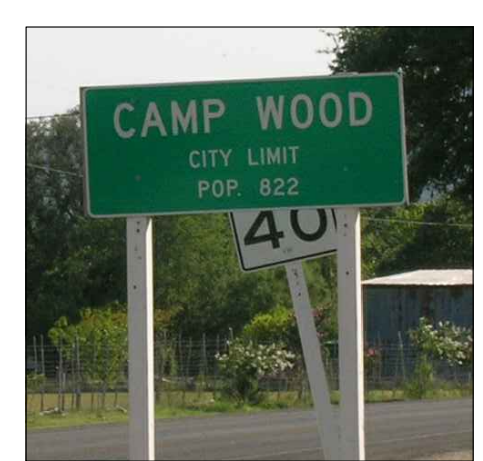
4 SECTION
 SCALE: 3/4"=1'-0"



5 SECTION
 SCALE: 3/4"=1'-0"

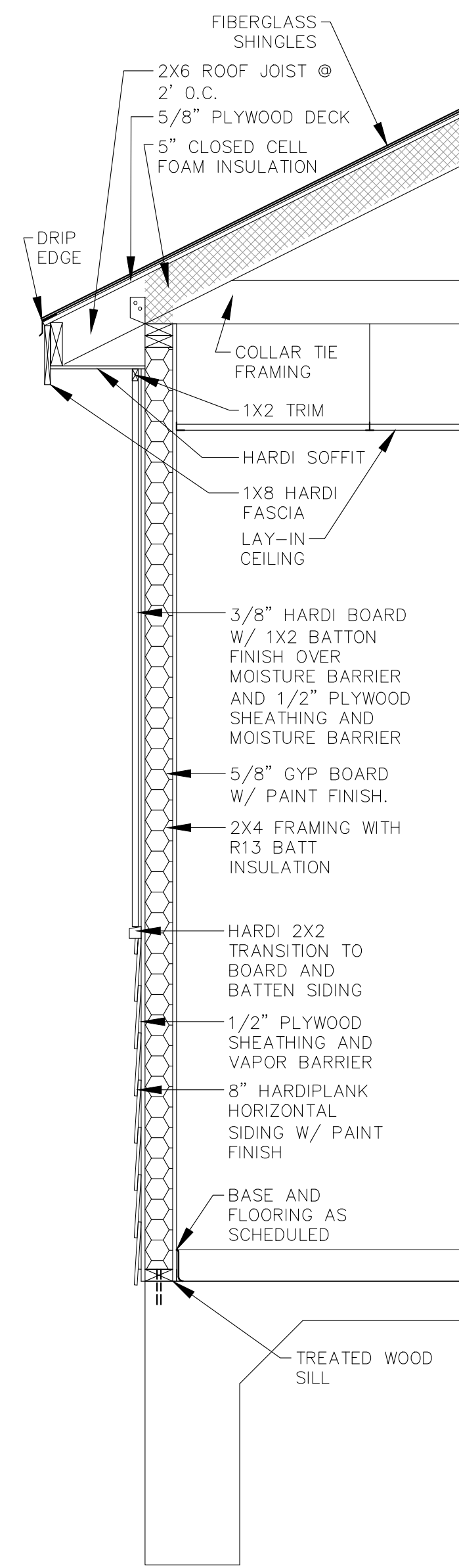
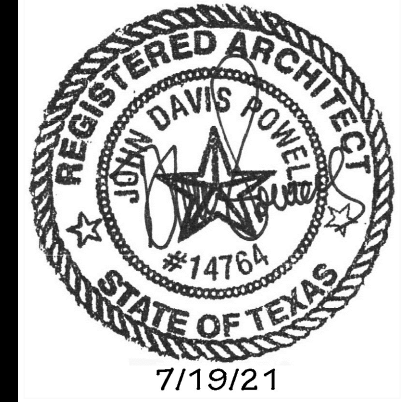
SECTIONS:

**New Senior Center
 Real County
 Camp Wood, TX**

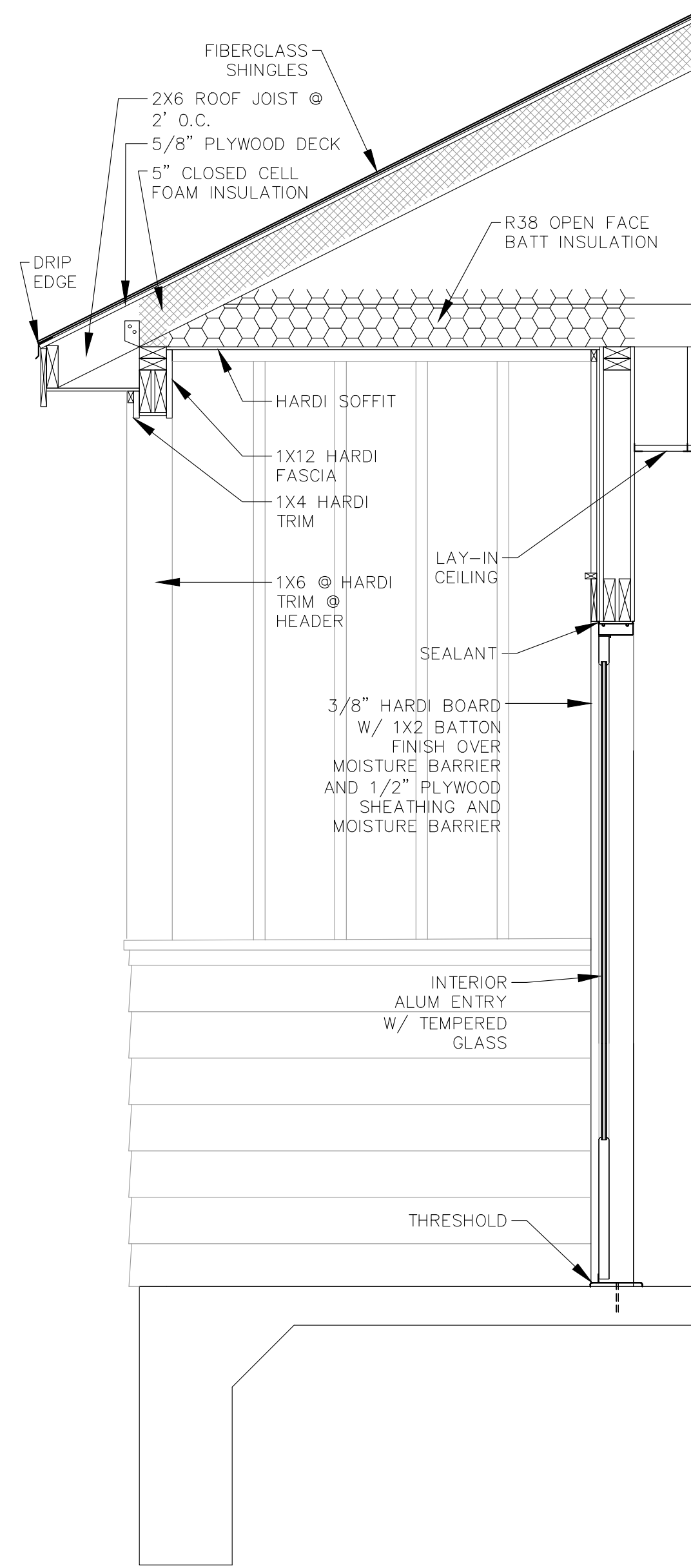


DATE:	7/19/21
REVISED:	

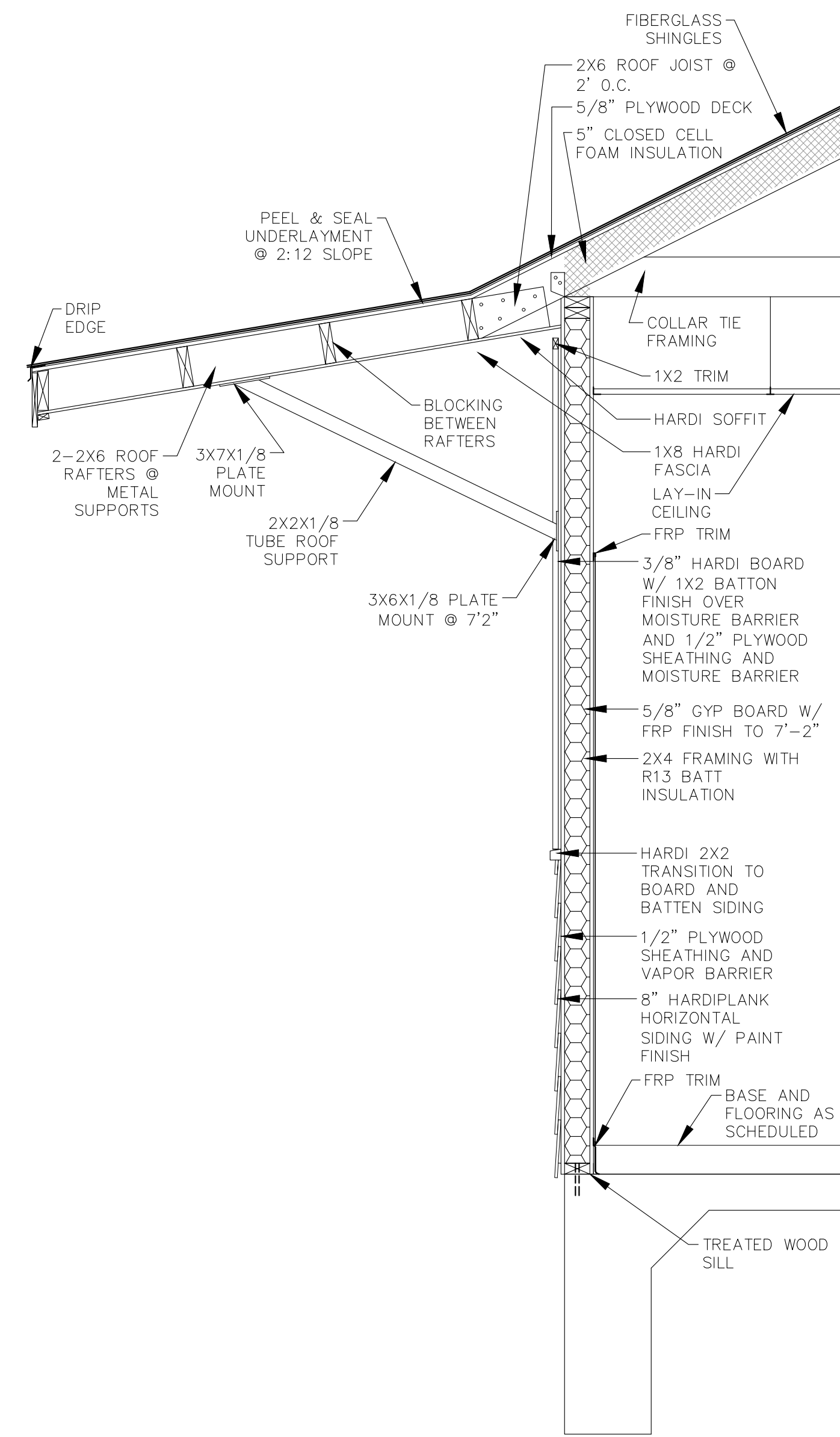
**SHEET:
 A5**



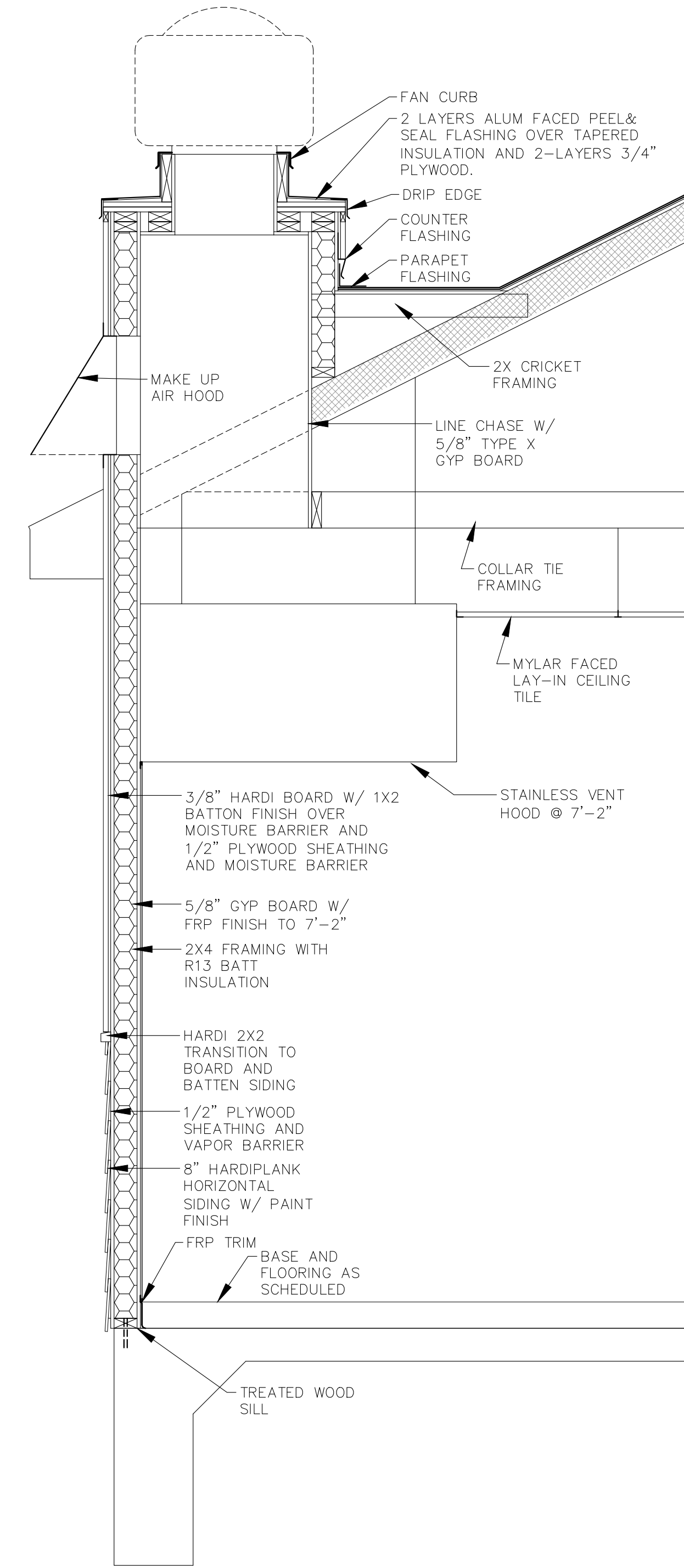
6 SECTION
SCALE: 3/4"=1'-0"



7 SECTION
SCALE: 3/4"=1'-0"



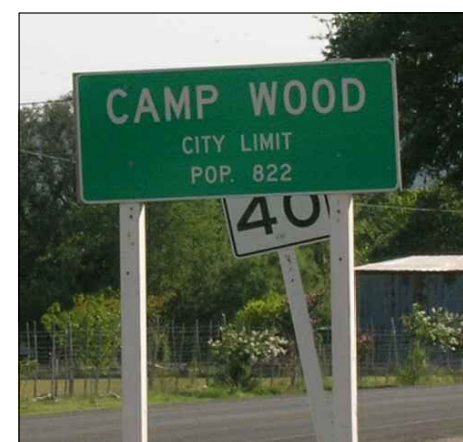
8 SECTION
SCALE: 3/4"=1'-0"



9 SECTION
SCALE: 3/4"=1'-0"

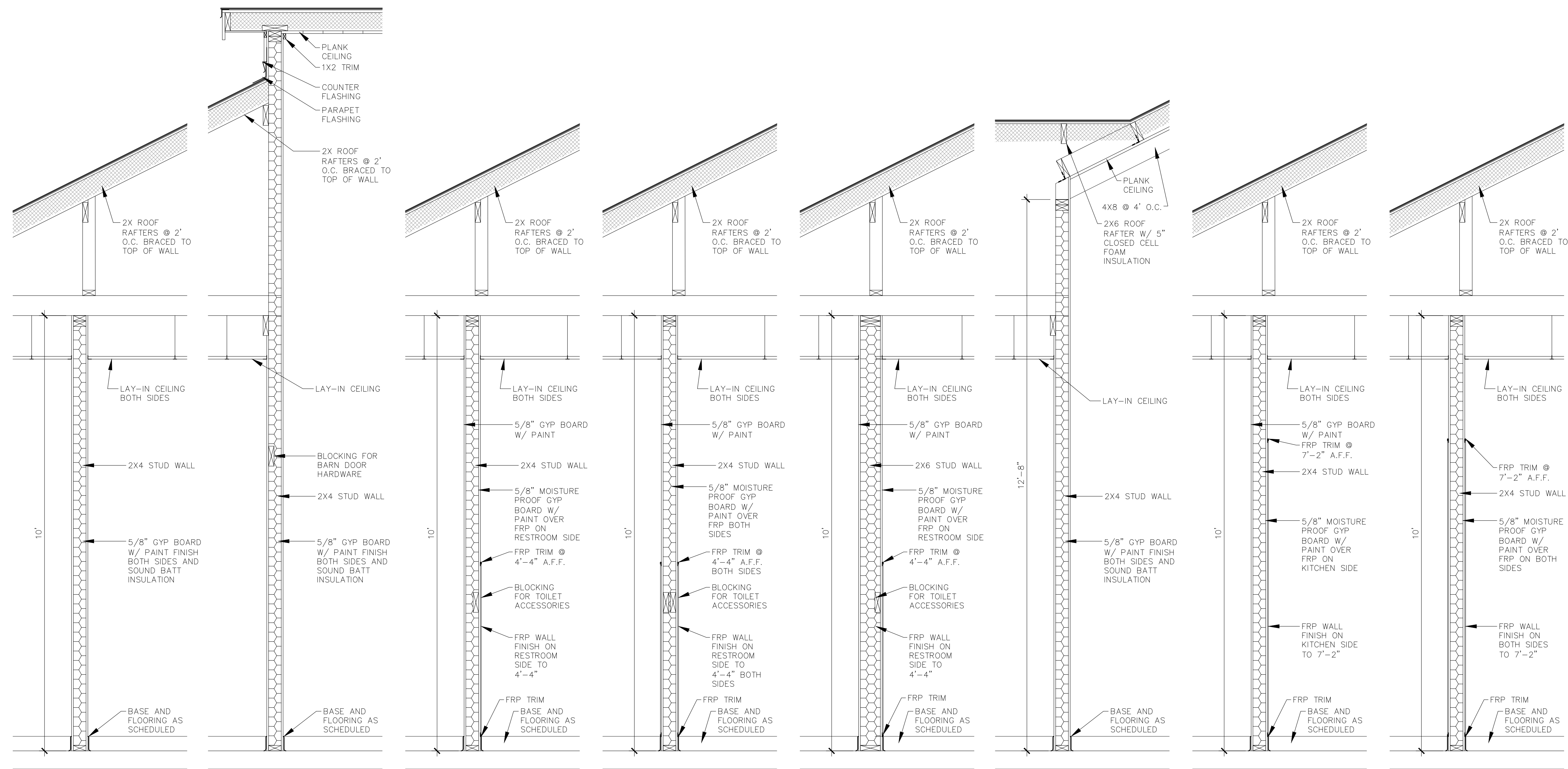
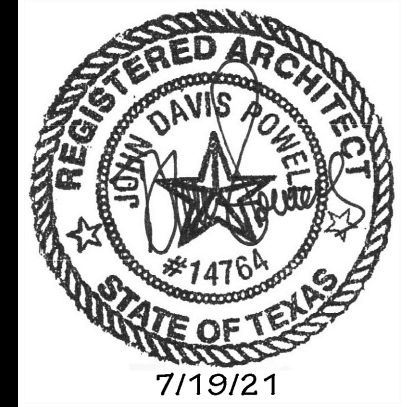
SECTIONS:

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REVISED:	

**SHEET:
A6**



1 WALL TYPE
 SCALE: 3/4"=1'-0"

2 WALL TYPE
 SCALE: 3/4"=1'-0"

3 WALL TYPE
 SCALE: 3/4"=1'-0"

4 WALL TYPE
 SCALE: 3/4"=1'-0"

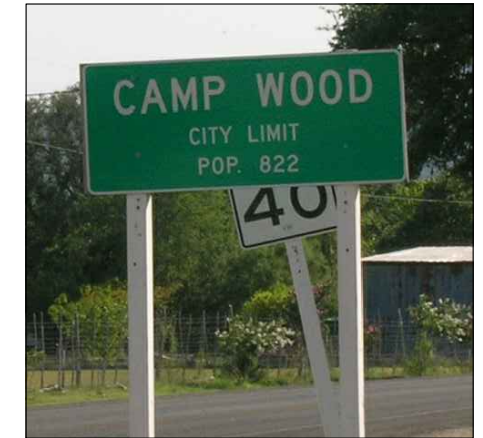
5 WALL TYPE
 SCALE: 3/4"=1'-0"

6 WALL TYPE
 SCALE: 3/4"=1'-0"

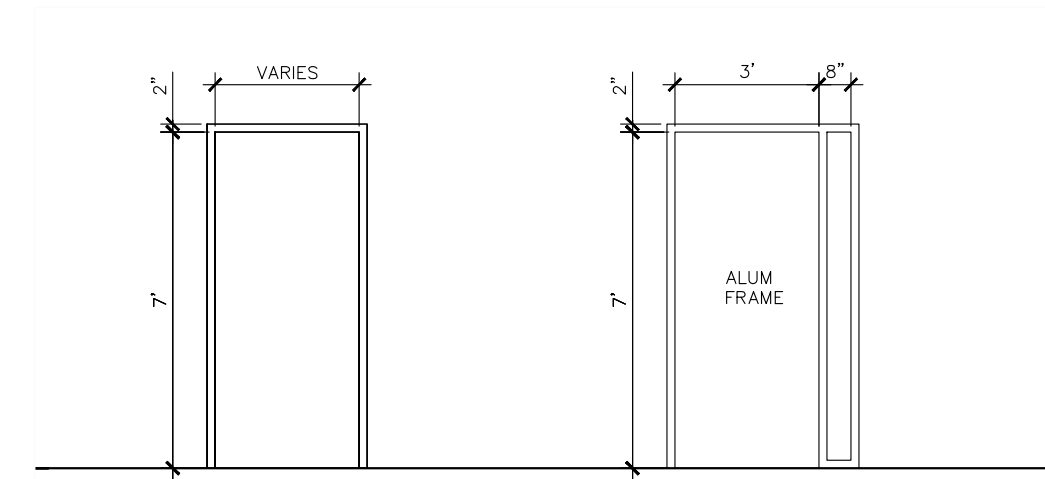
7 WALL TYPE
 SCALE: 3/4"=1'-0"

8 WALL TYPE
 SCALE: 3/4"=1'-0"

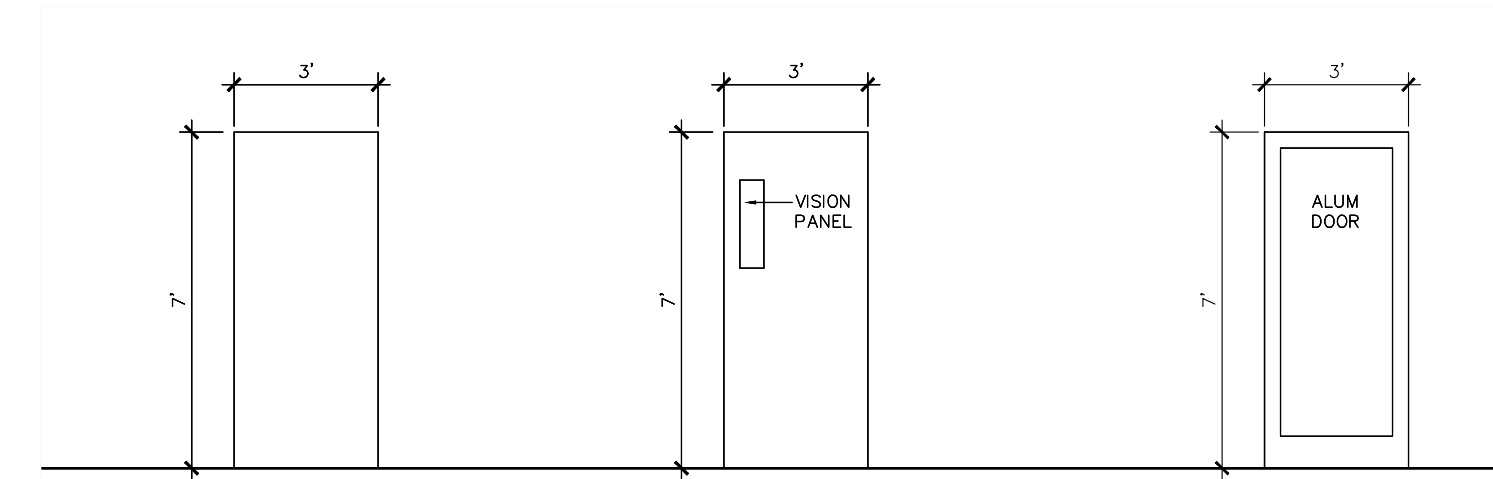
**New Senior Center
 Real County
 Camp Wood, TX**



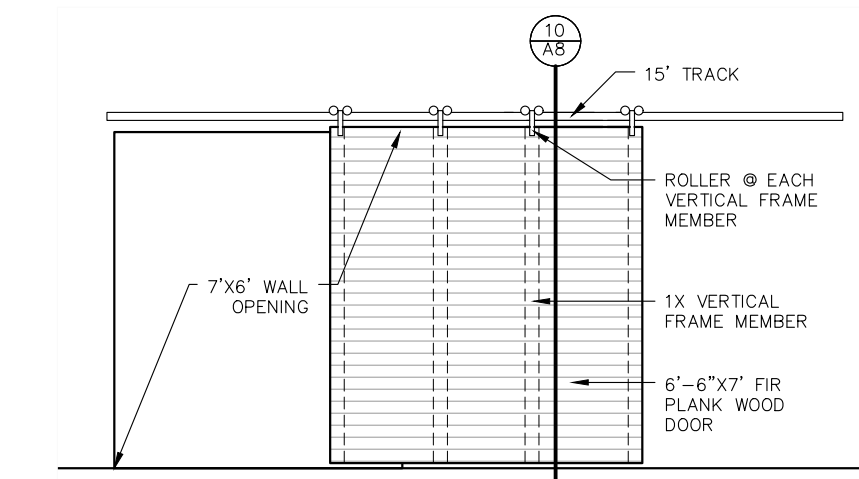
DATE:	7/19/21
REVISED:	



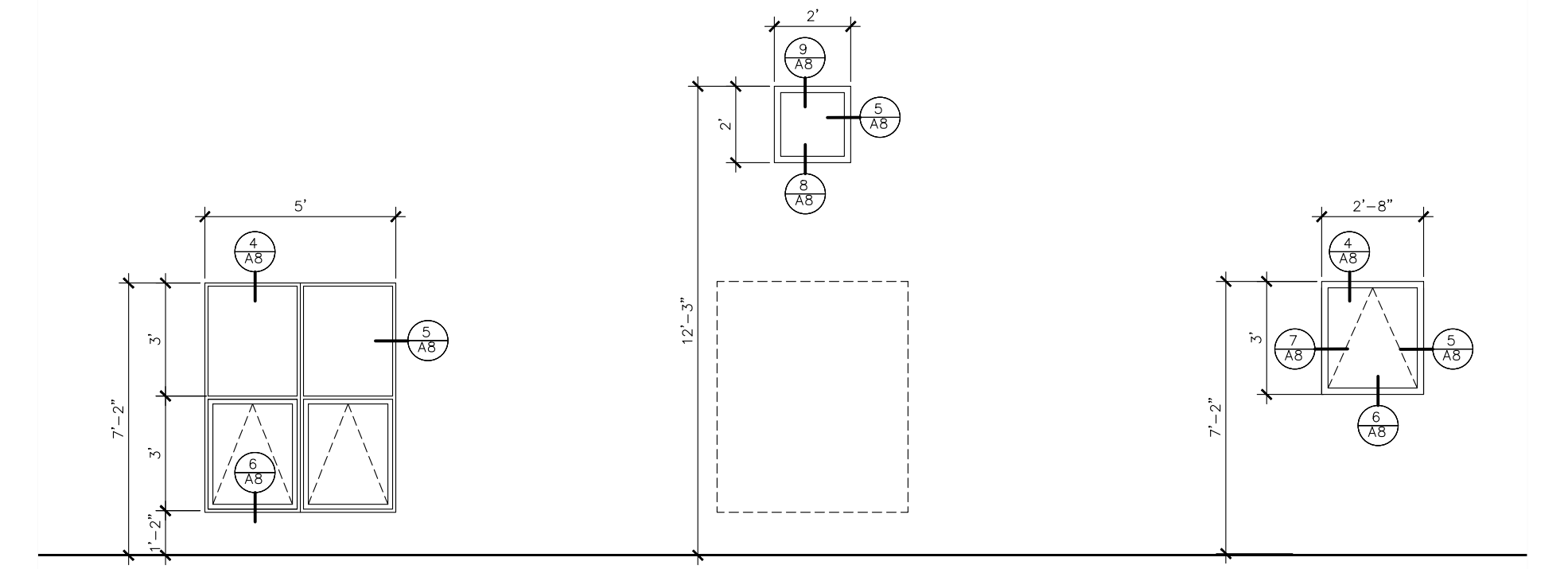
1 FRAME SCALE: 1/4"=1'-0"
2 FRAME SCALE: 1/4"=1'-0"



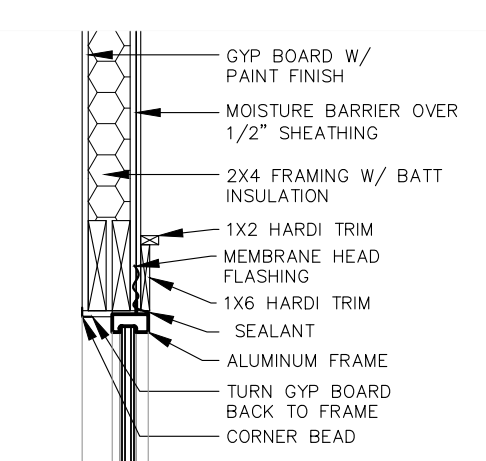
A DOOR SCALE: 1/4"=1'-0"
B DOOR SCALE: 1/4"=1'-0"
C DOOR SCALE: 1/4"=1'-0"



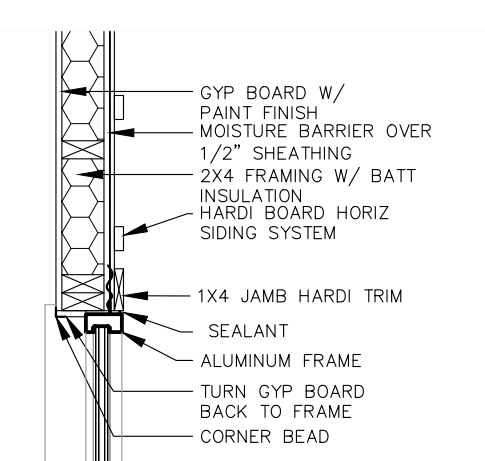
D DOOR SCALE: 1/4"=1'-0"



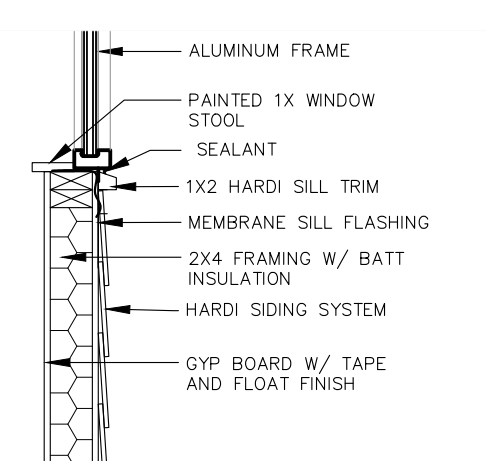
A WINDOW SCALE: 1/4"=1'-0"
B WINDOW SCALE: 1/4"=1'-0"
C WINDOW SCALE: 1/4"=1'-0"



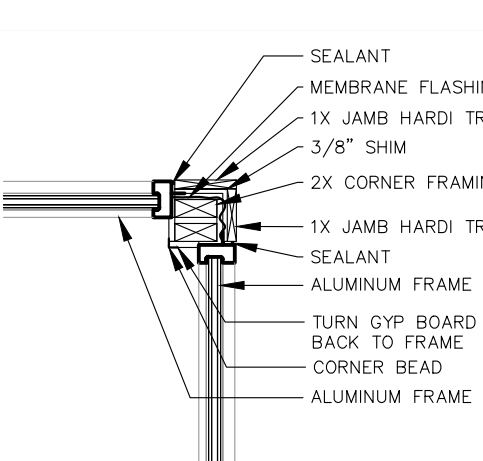
4 HEAD SCALE: 3/4"=1'-0"



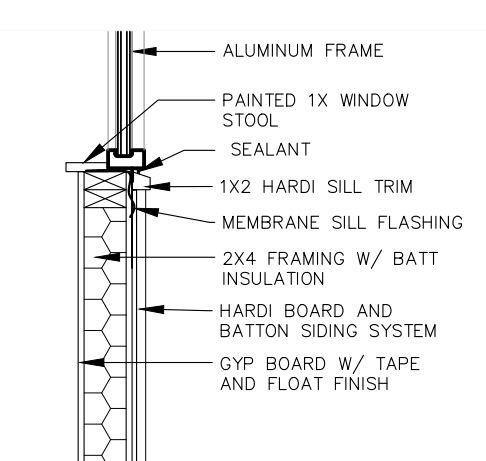
5 JAMB SCALE: 3/4"=1'-0"



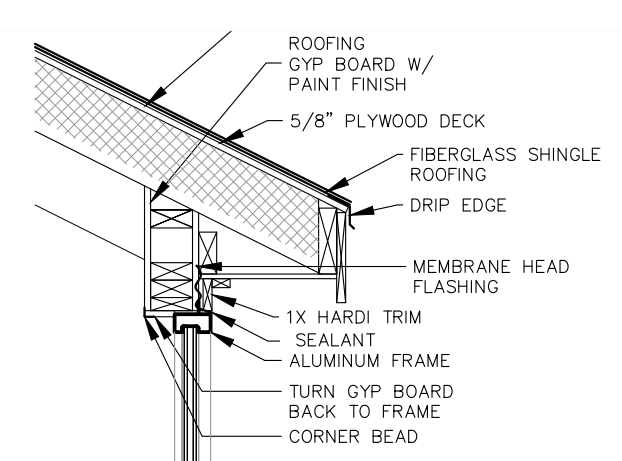
6 SILL SCALE: 3/4"=1'-0"



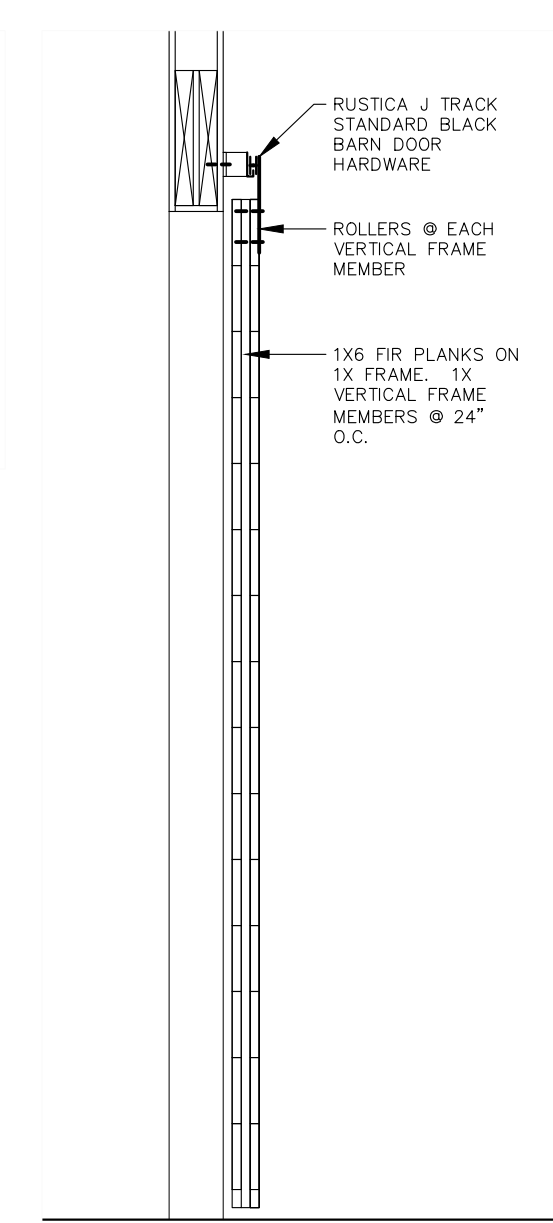
7 CORNER SCALE: 3/4"=1'-0"



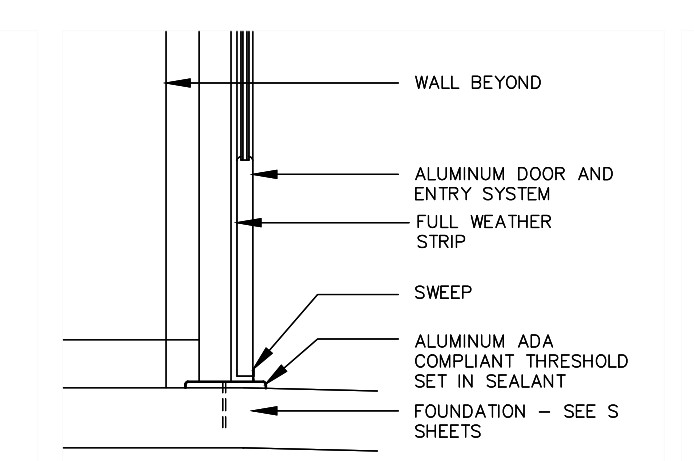
8 SILL SCALE: 3/4"=1'-0"



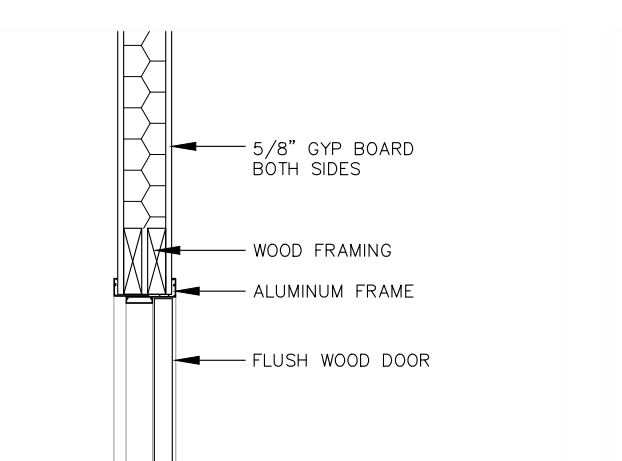
9 HEAD SCALE: 3/4"=1'-0"



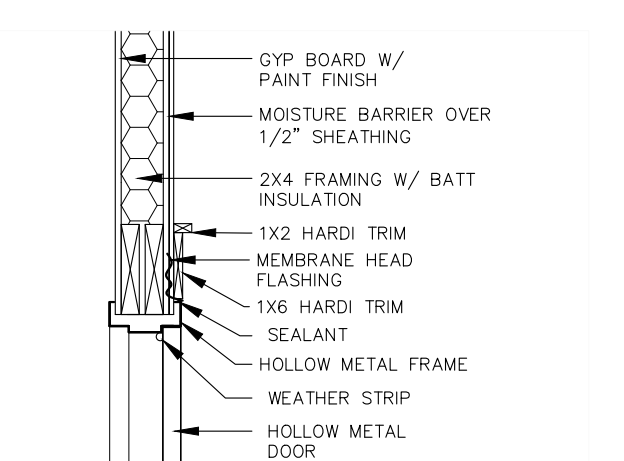
10 BARN DOOR SCALE: 3/4"=1'-0"



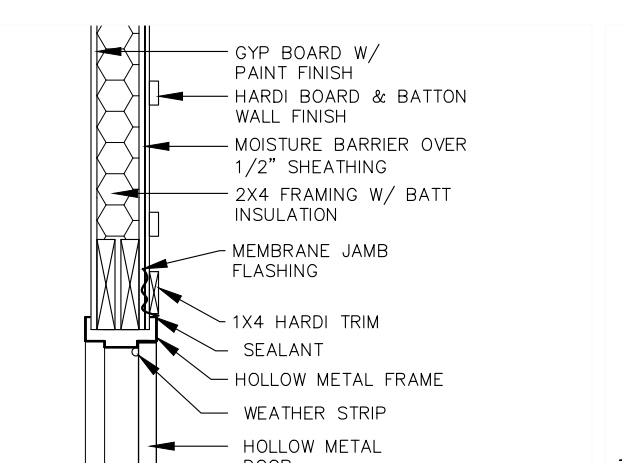
11 THRESHOLD SCALE: 3/4"=1'-0"



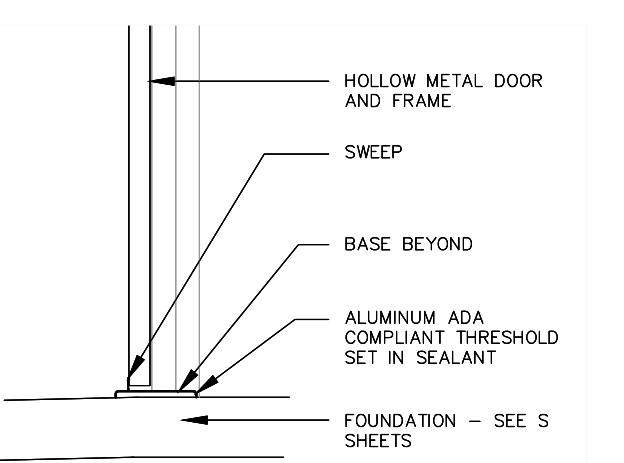
12 HEAD / JAMB SCALE: 3/4"=1'-0"



13 HEAD SCALE: 3/4"=1'-0"



14 JAMB SCALE: 3/4"=1'-0"



15 THRESHOLD SCALE: 3/4"=1'-0"

DOOR SCHEDULE:

Door No.	Size	Depth	Frame	Head	Jamb	Thresh.	Door	HDW Set	Key	Sign	Comments
100	3'-0"x7'-0"	1 3/4	2	4/AB	5/AB	11/AB	C	1	100		ALUM FRAME AND DOOR
100A	3'-0"x7'-0"	1 3/4	2	4/AB	5/AB	11/AB	C	1	100		ALUM FRAME AND DOOR
101	3'-0"x7'-0"	1 3/4	1	12/AB	12/AB		B	3	101		
102	3'-0"x7'-0"	1 3/4	1	12/AB	12/AB		A	2		MEN	
103	3'-0"x7'-0"	1 3/4	1	12/AB	12/AB		A	2		WOMEN	
104	3'-0"x7'-0"	1 3/4	1	12/AB	12/AB		B	3	104		MASTER KEY - SEE KEYING SCHEDULE
105A	6'-6"x7'-0"	3					D	4			SLIDING BARN DOOR
105B	6'-6"x7'-0"	3					D	4			SLIDING BARN DOOR
106	3'-0"x7'-0" PAIR	1 3/4	1	12/AB	12/AB		A	7	100		STORAGE
107	3'-0"x7'-0"	1 3/4	1	12/AB	12/AB		B	6	104		KITCHEN
107A	4'-0"x7'-0"	1 3/4	1	13/AB	14/AB	15/AB	B	5	104		HM DOOR AND FRAME
108	3'-0"x7'-0"	1 3/4	1	12/AB	12/AB		A	6	104		PANTRY
109	3'-0"x7'-0"	1 3/4	1	12/AB	12/AB		A	8			HOUSE KEEPING

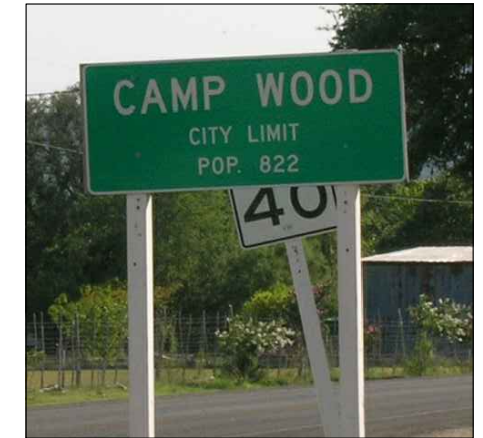
DOOR SCHEDULE NOTES
 1. DOORS SHOULD BE FLUSH WOOD UNLESS OTHERWISE NOTED
 2. FRAMES SHALL BE KNOCK DOWN ALUMINUM UNLESS OTHERWISE NOTED

Key:	Keying
100	OPENS DOOR KEYED 100
101	OPENS DOOR KEYED 100 AND 101
104	OPENS ALL DOORS - MASTER KEY

Hardware Schedule:			
SET 1: MANUF STANDARD PANIC DEVICE W/ PULL MANUF STANDARD HINGES MANUF STANDARD CLOSER MANUF STANDARD WEATHER SEALS THRESHOLD SWEEP GROUND STOP	SET 2: PRIVACY LOCK SET HINGES - 3 SILENCERS - 3 WALL STOP	SET 3: OFFICE LEVER LOCKSET HINGES - 3 SILENCERS - 3 WALL STOP	SET 4: OH BARN DOOR HARDWARE
SET 5: PASSAGE LOCKSET DEAD BOLT HINGES - 3 CLOSER GROUND STOP SILENCERS - 3 FULL WEATHERSTRIPPING THRESHOLD SWEEP	SET 6: PASSAGE LEVER DEAD BOLT HINGES - 3 SILENCERS - 3 WALL STOP	SET 7: MANUF STANDARD PANIC DEVICE W/ PULL MANUF STANDARD HINGES MANUF STANDARD CLOSER MANUF STANDARD WEATHER SEALS THRESHOLD SWEEP GROUND STOP	SET 8: PASSAGE LEVER HINGES - 3 SILENCERS - 3 WALL STOP

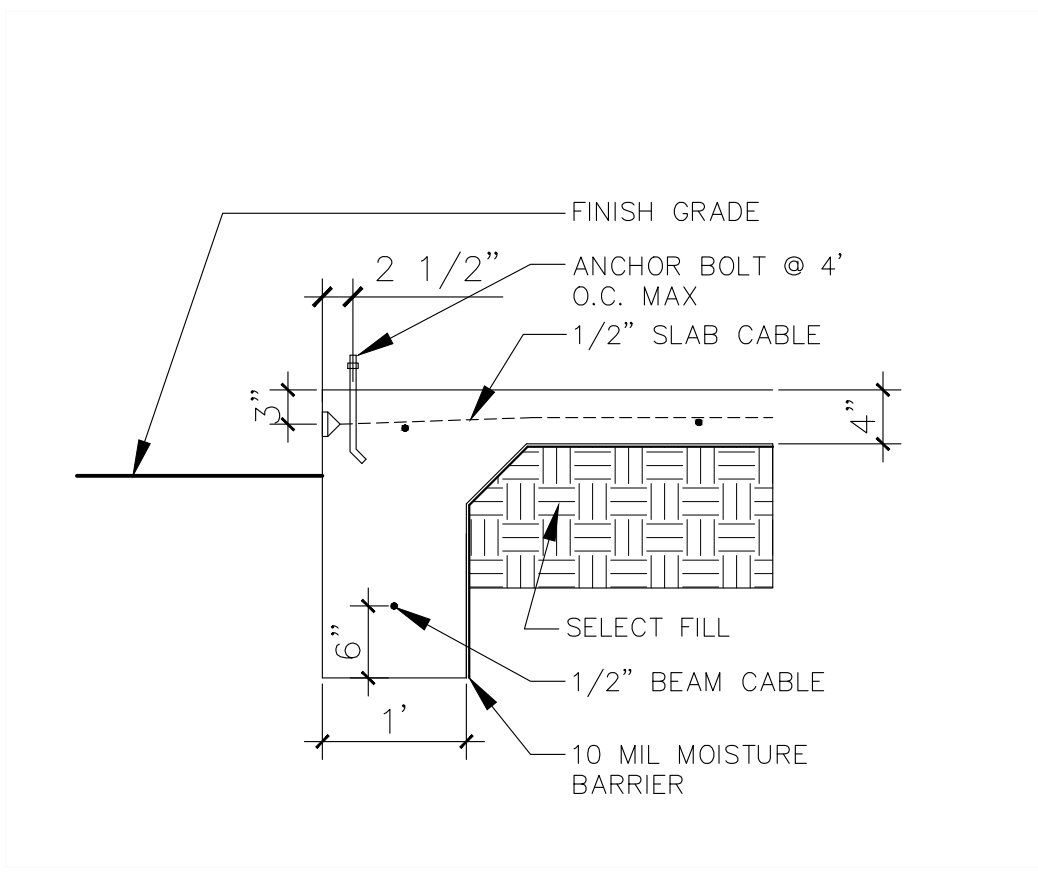
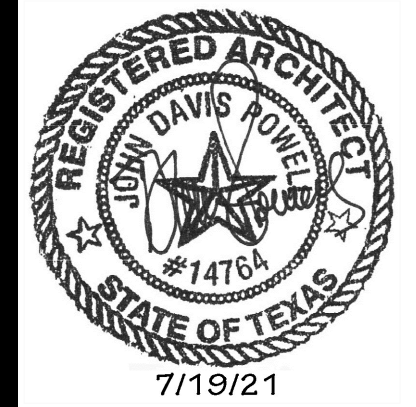
DOOR AND WINDOW INFORMATION:

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Real County
Camp Wood, TX

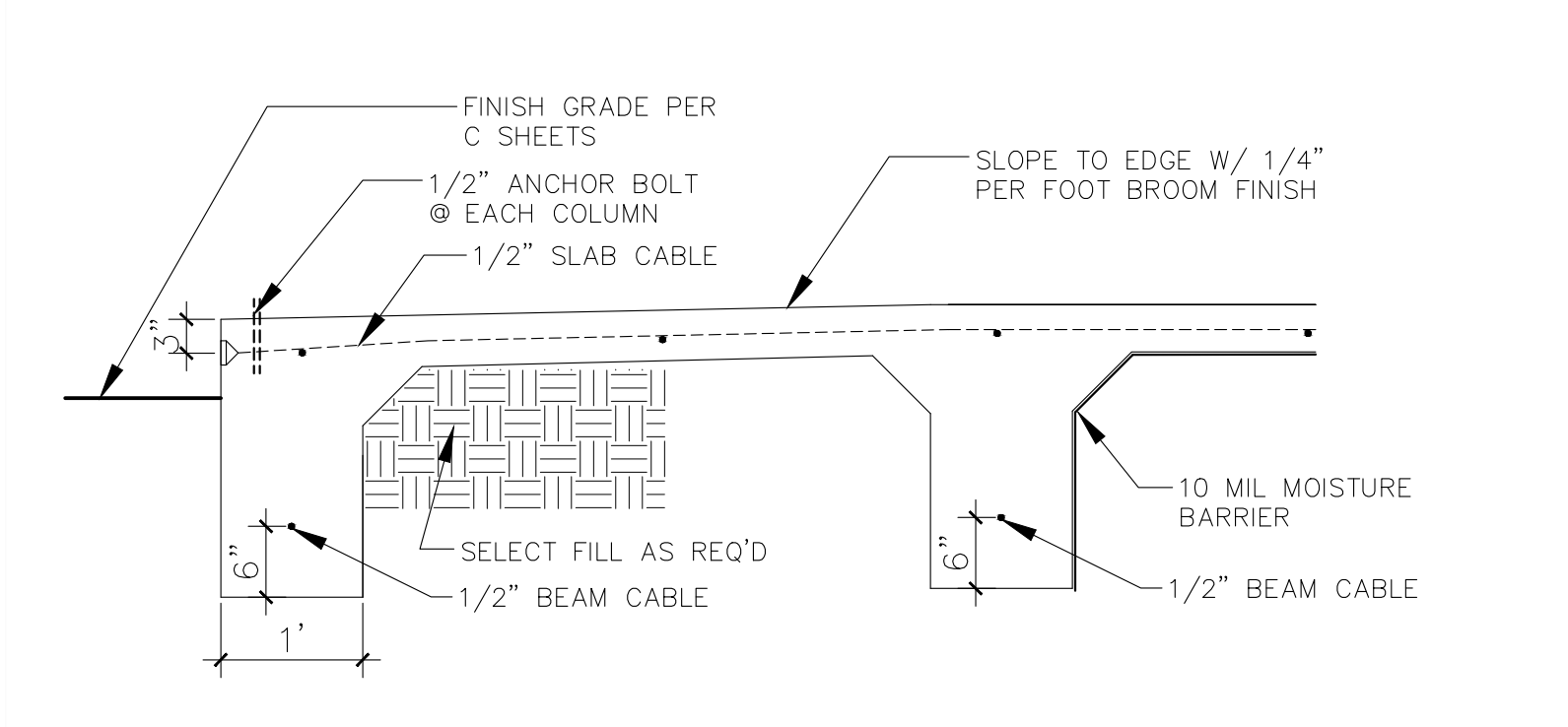


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REVISED:	

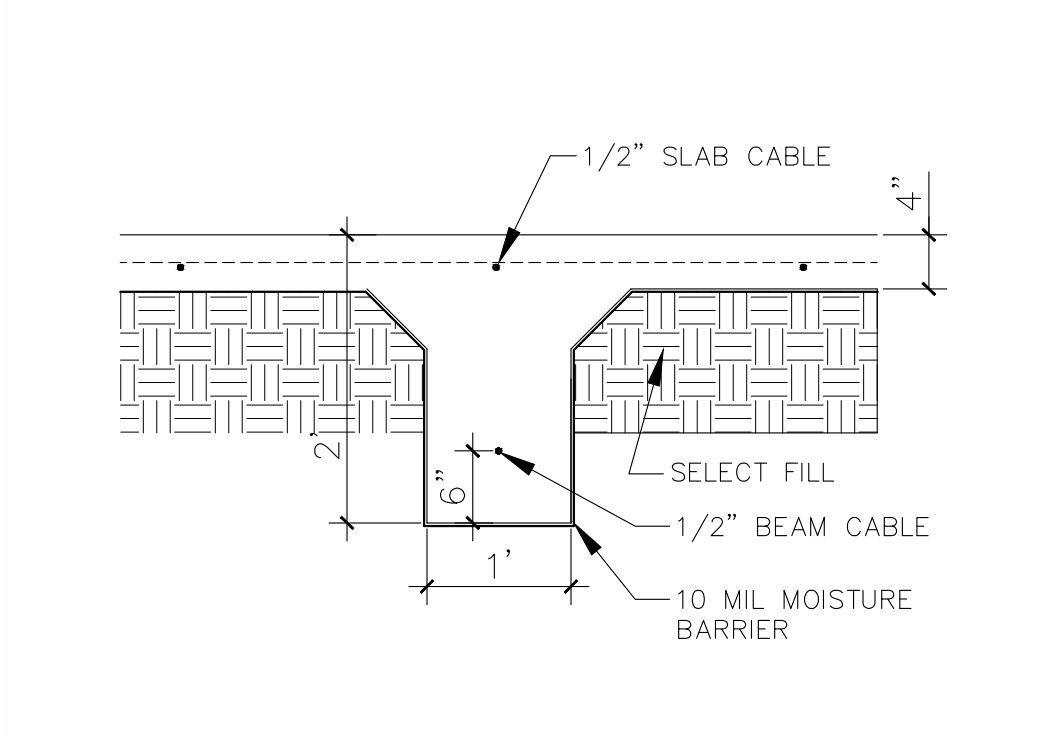
SHEET:
A8



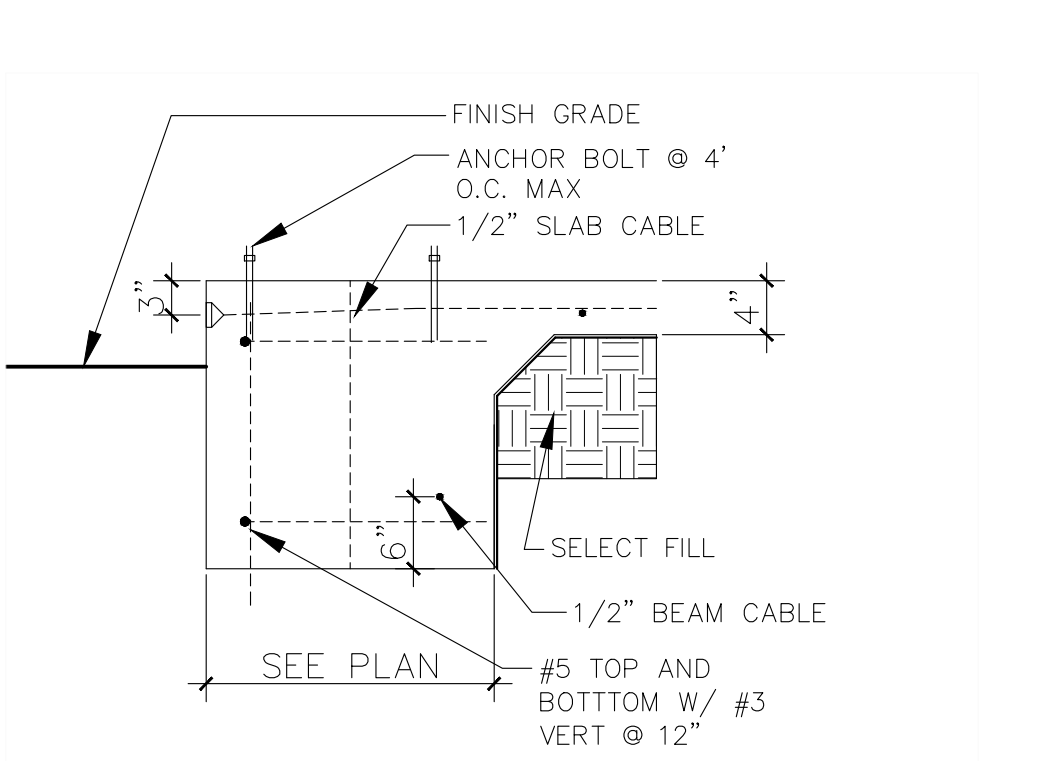
A DETAIL
 SCALE: 3/4"=1'-0"



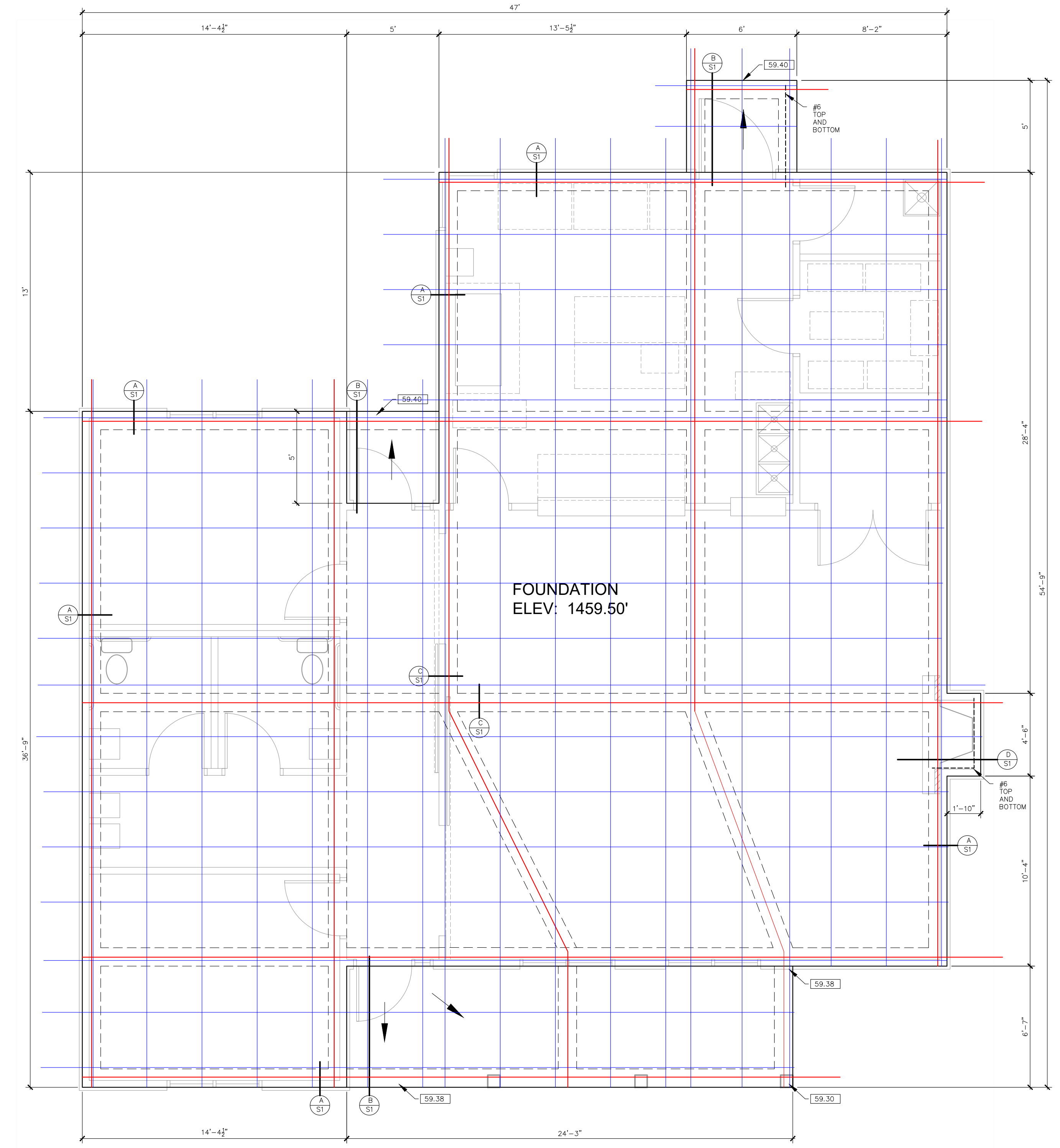
B DETAIL
 SCALE: 3/4"=1'-0"



C DETAIL
 SCALE: 3/4"=1'-0"



D DETAIL
 SCALE: 3/4"=1'-0"



FOUNDATION SYMBOLS:

- SECTION / DETAIL NUMBER
- SECTION / DETAIL SYMBOL
- SECTION / DETAIL SHEET
- SLAB CABLE
- BEAM CABLE

FOUNDATION NOTES:

STRIP AWAY EXISTING SOIL TO 12" BELOW FINISH ELEVATION. PROOF ROLL TOP OF EXISTING GRADE MATERIAL. REPLACE SOFT SOIL WITH SELECT FILL MATERIAL. SPARIFY AND MOISTURE CONDITION THE TOP 8" OF EXISTING GRADE. COMPACT WITH 45% OF THE OPTIMUM MOISTURE CONTENT. COMPACT TO AT LEAST 95% OF THE MAX DRY DENSITY AS DETERMINED BY ASTM 698.

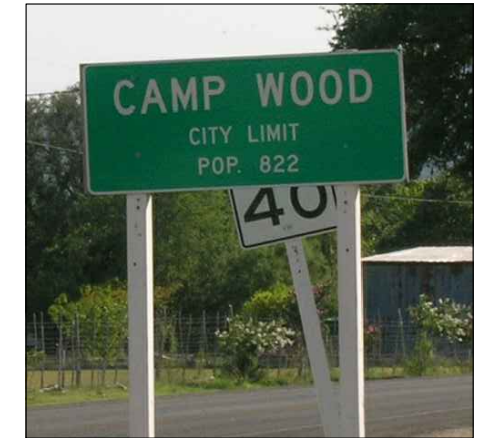
INSTALL SELECT FILL MATERIAL IN LIFTS NOT TO EXCEED 8" LOOSE MEASURE WITH COMPACTED LEVEL NOT TO EXCEED 6". SELECT FILL SHOULD BE MOISTURE CONDITIONED WITHIN 3% OF OPTIMUM AND COMPACTED TO AT LEAST 95% OF THE MAX DRY DENSITY AS DETERMINED BY ASTM 698. EXTEND SELECT FILL 5" BEYOND FINISH SLAB.

ALL CONG SHALL HAVE 28 DAY STRENGTH OF 3000 PSI CONCRETE.

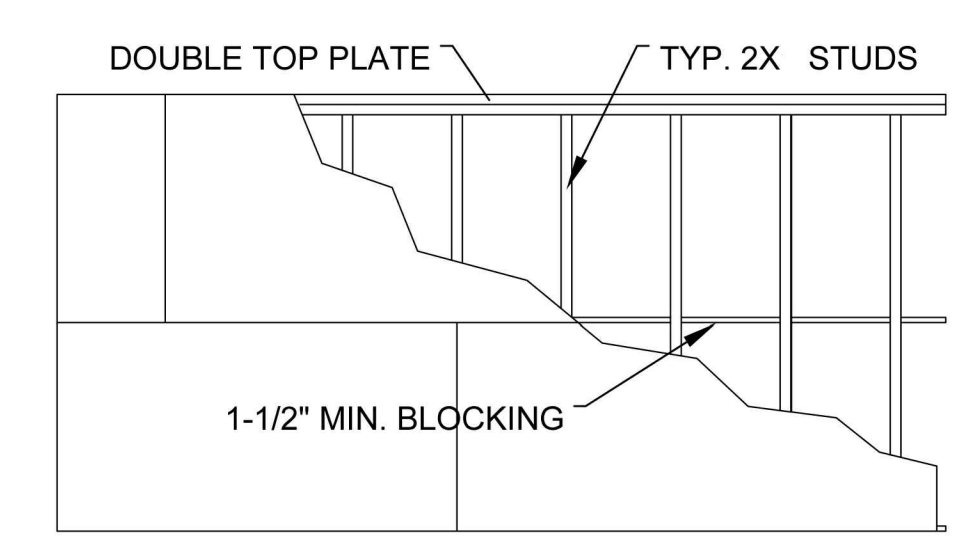
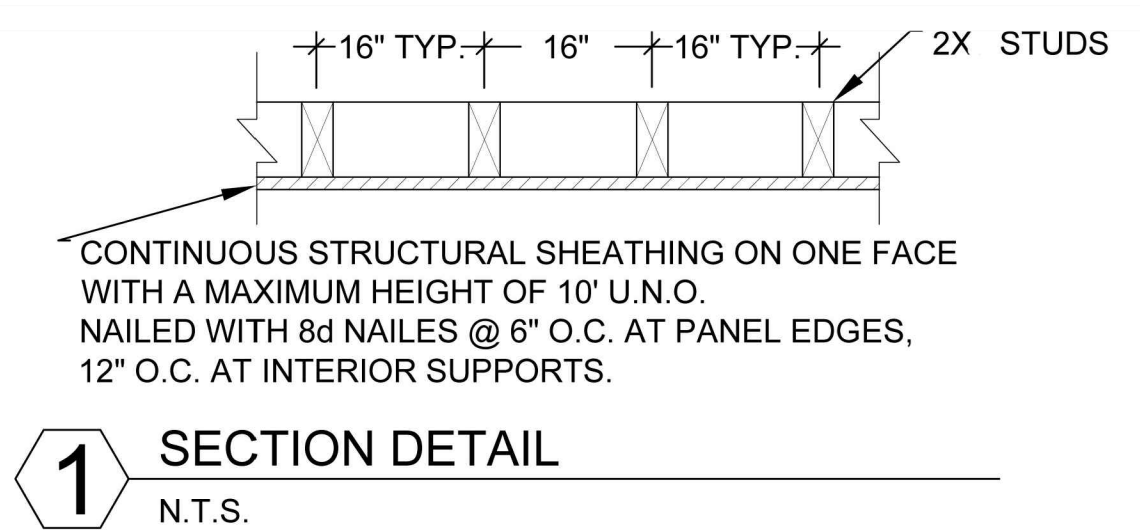
ALL REINFORCING SHALL BE GRADE 60 STEEL PER ASTM A615.

LAP BARS 30 DIAMETERS MINIMUM.

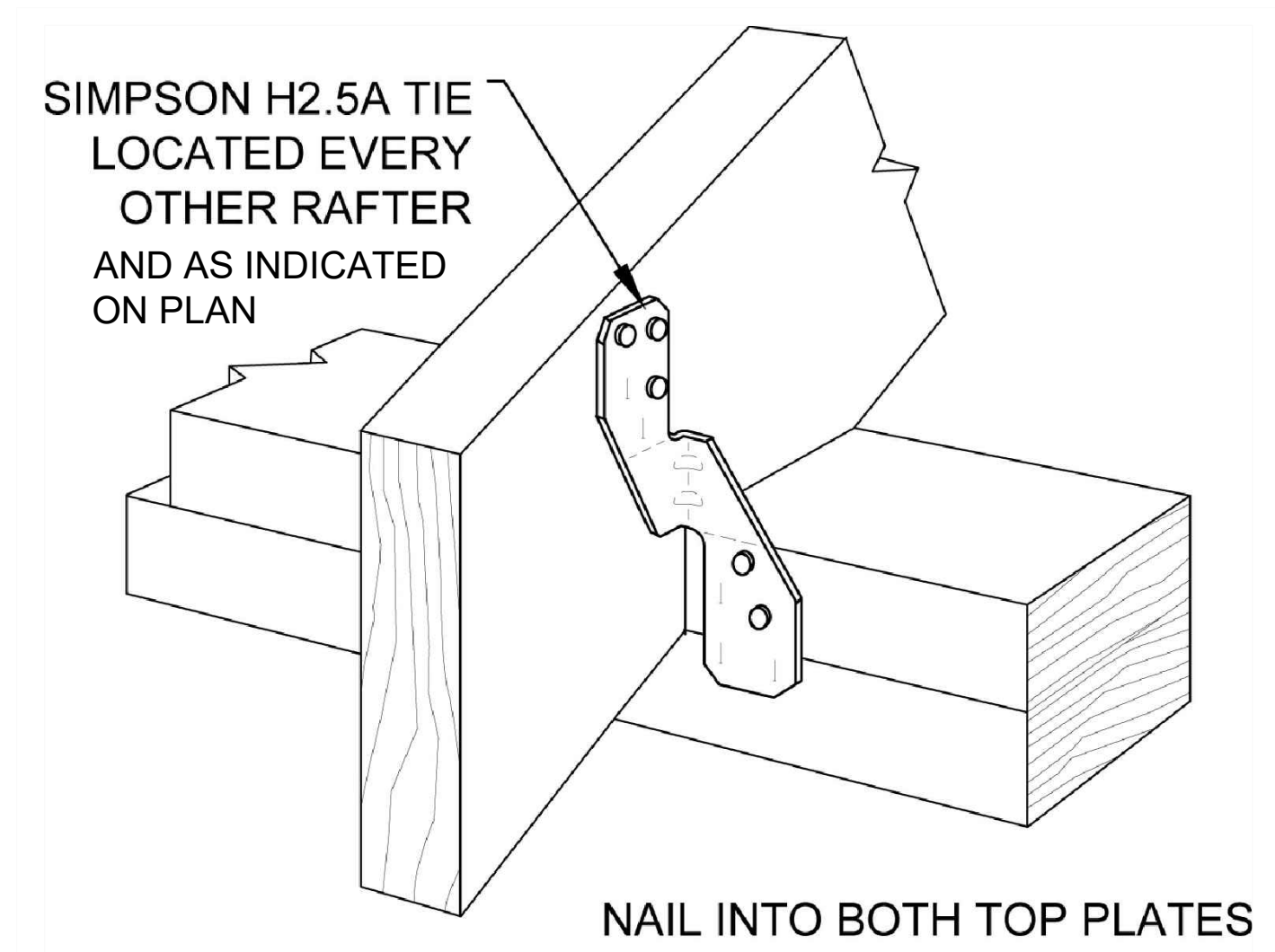
**New Senior Center
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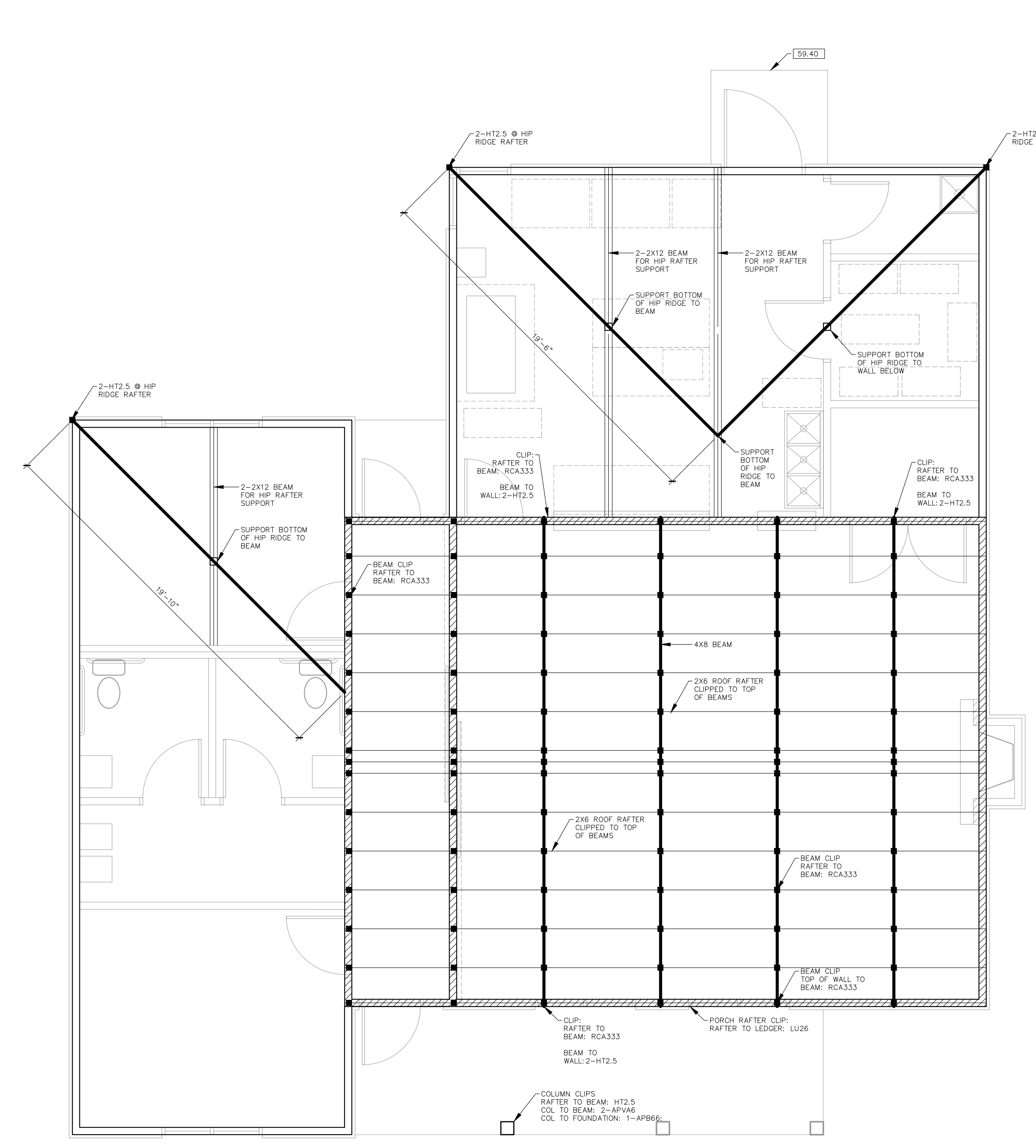
DATE:	7/19/21
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SHEATHING NAIL PATTERN
NOT TO SCALE



TYPICAL CLIP @ RAFTER INSTALLATION
NOT TO SCALE



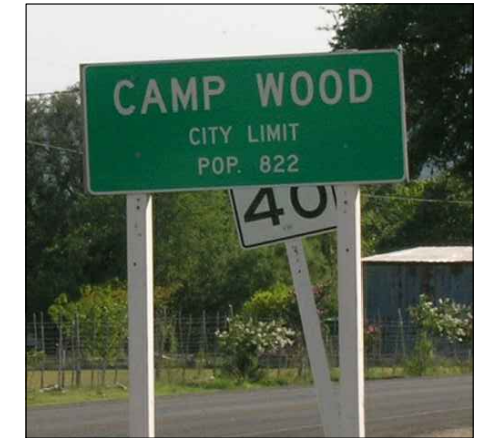
FRAMING SYMBOLS:

10'-0" PLATE HEIGHT BEARING WALL

12'-8" PLATE HEIGHT BEARING WALL

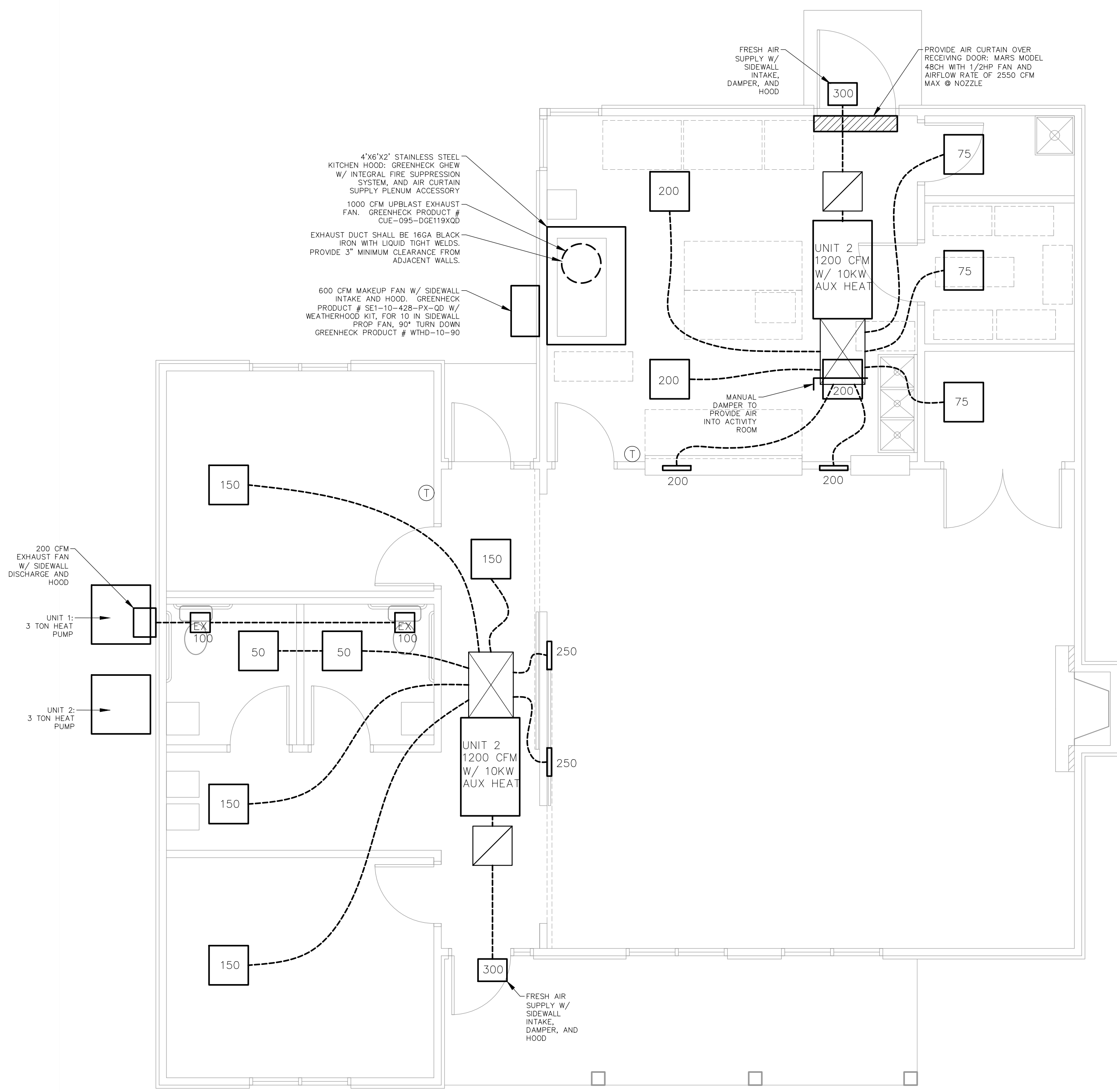
FRAMING PLAN:
SCALE: 1/4"=1'

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SHEET:
S2

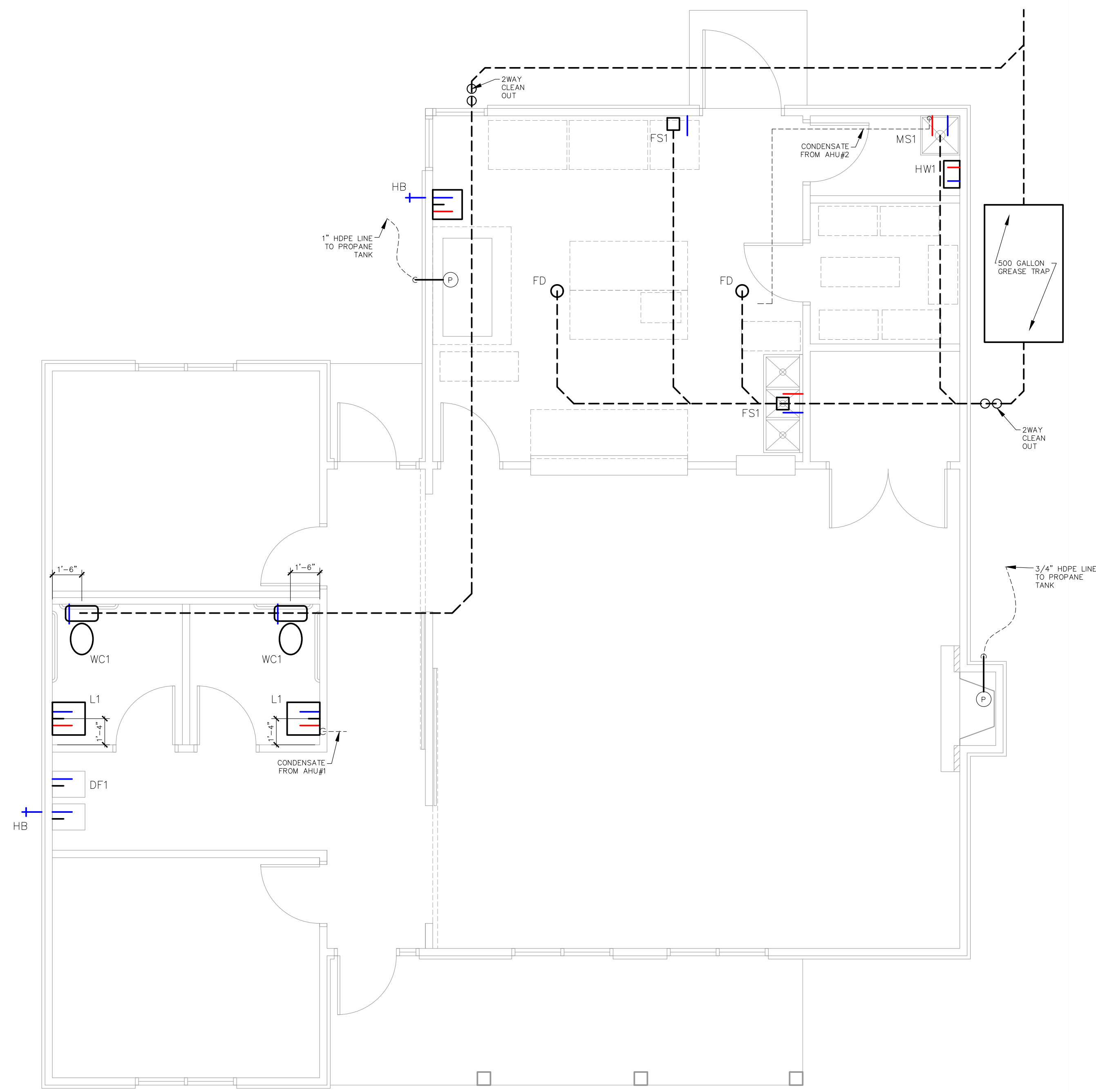


MECHANICAL NOTES:

- MECHANICAL CONTRACTOR IS RESPONSIBLE FOR A DESIGN BUILD INSTALLATION
- SEE MECHANICAL SPECIFICATIONS SECTION 15500 FOR ADDITIONAL INFORMATION

MECHANICAL SYMBOLS:

- DUCT BOARD SUPPLY
- FLEX DUCT SUPPLY
- THERMOSTAT
- RETURN GRILLS
- 2X2 SUPPLY GRILL W/ ADJUSTABLE VOLUME DAMPER



PLUMBING SCHEDULE:

WC1	KOHLER NO. K-3493-0 17" RIM HEIGHT TANK TYPE TOILET WHITE VC ELONGATED SIPHON JET FLOOR MOUNTED 1.4 GPF WITH OLSONITE NO.95 OPEN FRONT SEATLESS COVER. EQUIVALENTS ACCEPTABLE FROM ELJER AND AMERICAN STANDARD. MUST COMPLY WITH TAS / ADA
HB	WOODFORD MODEL 24; HOSE BIBB.
FD	ZURN NO. 2N-415 CAST IRON DRAIN WITH 6" DIAMETER TYPE B STRAINER AND 1/2" IPS TRAP PRIMER CONNECTION AND DEEP SEAL TRAP.
L1	KOHLER NO. K-2005 KINGSTON WALL MOUNT WHITE V.C. LAVATORY WITH FRONT OVERFLOW. FAUCET SHALL BE SINGLE LEVER OPERATED ZURN Z7440-FC W/ CHROME PLATE FINISH. 2.0 GPM VANDAL RESISTANT AERATOR. PROVIDE DRAIN AND WATER LINE PROTECTION PER ADA.
MS	FIAT MSB-2424 MOLDED STONE 24X24X10 W/ SS CAP ON THRESHOLD. CHICAGO NO. K897 FAUCET W/ VACUUM BREAKER HOSE SPOUT, PAIL HOOK, AND REINFORCING BRACKET.
FS1	FLOOR SINK: MIFAB F1480
DF1	HALSEY TAYLOR DUAL HEIGHT WALL MOUNT COOLER. HIGH SPOUT @ 38" LOW SPOUT 34"
HW1	240V ELECTRIC INSTANT HOT WATER RHEEM Model #RETEX-36

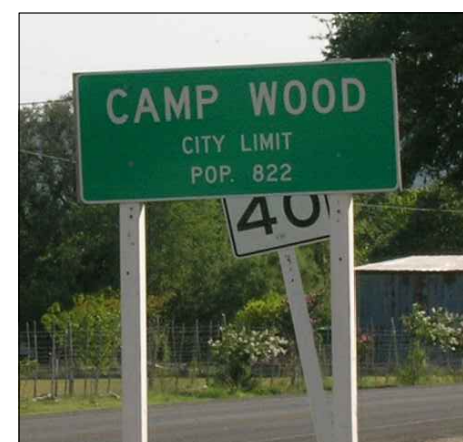
PLUMBING NOTES:

- PLUMBING CONTRACTOR SHALL PROVIDE A DESIGN BUILD INSTALLATION COMPLIANT WITH ALL LOCAL CODES.
- SEE PLUMBING SPECIFICATIONS SECTION 15400 FOR ADDITIONAL INFORMATION
- PROVIDE 3/4" PVC PIPING CONDENSATE LINE

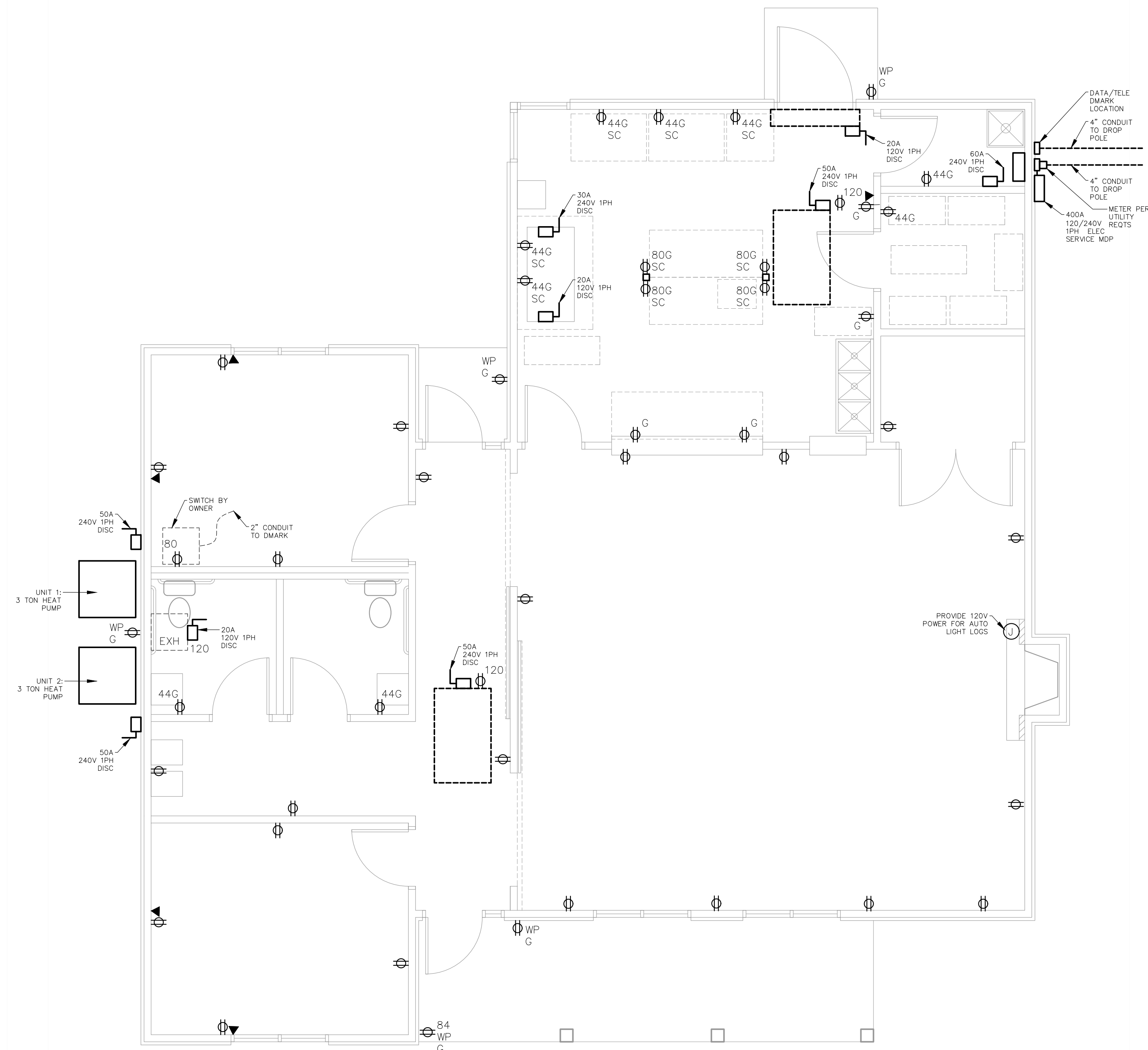
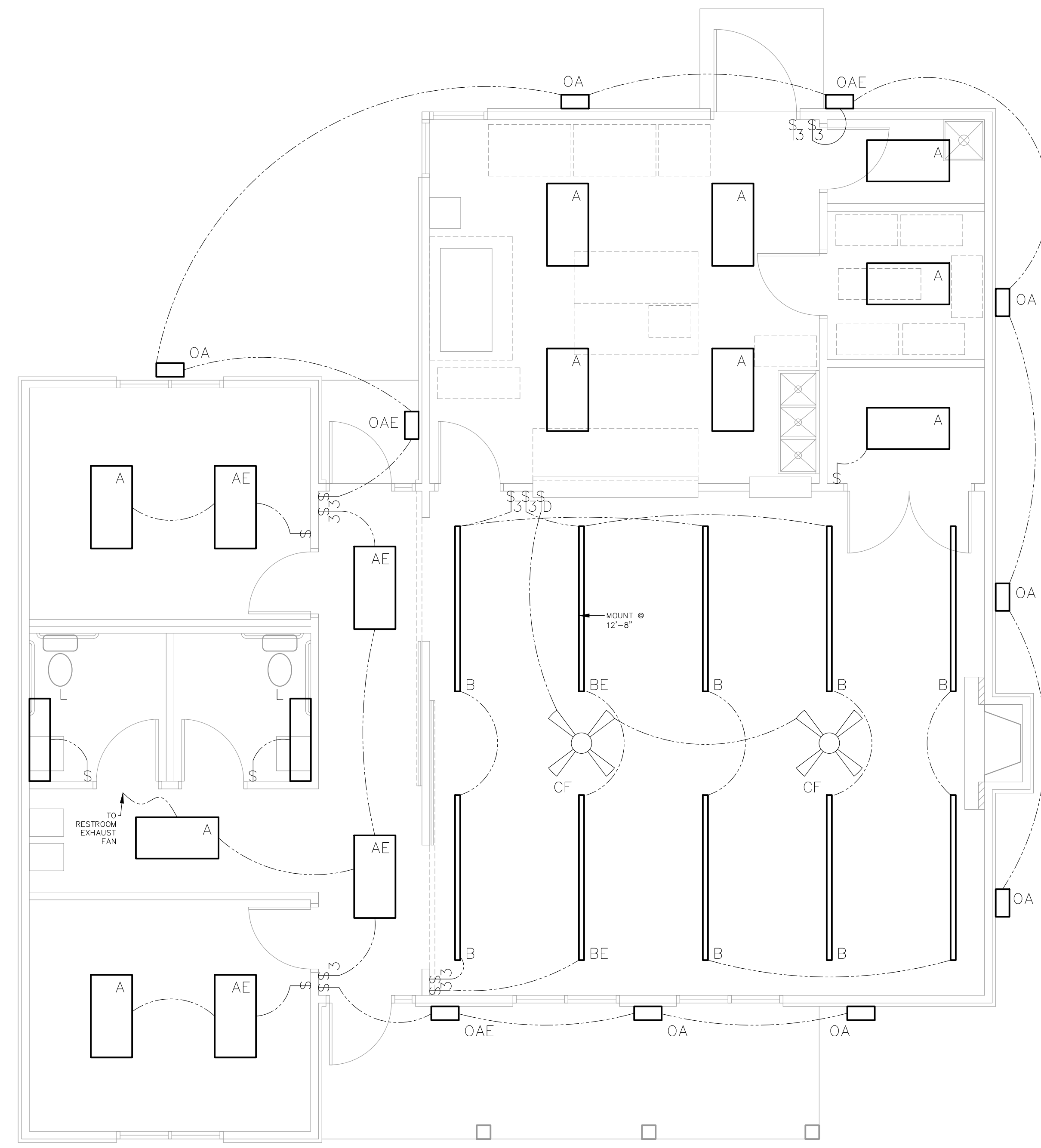
PLUMBING SYMBOLS:

- COLD WATER SUPPLY W/ SHUT OFF VALVE
- HOT WATER SUPPLY W/ SHUT OFF VALVE
- DRAIN LINE

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LIGHTING SCHEDULE:

- A LITHONIA: #2BLT4-48L-ADP-MVOLT-GZ10-LP840 3000K
- B LITHONIA: CLXRW96 120V FDL 3000K MB CABLE MOUNT
- L LITHONIA: #FMVCSLS-48IN-MVOLT-30K-90CRI-CBA
- OA LITHONIA: WSR-P4-40K-SR4-MVOLT-DDBXD
- CF HUNTER: CEILING FAN "CASSIUS" MATTE BLACK

PANEL SCHEDULE:

400A MDP 120/240 1P NEMA 3R KAIC RATING OF 65
 MDP SHALL HAVE SWITCH FOR DISCONNECT

ckt#	Load Served	LOAD	Bkr Size	A	B	Bkr Size	LOAD	Load Served	ckt#
1	ACH1 HEAT	5000	50/2				5000		2
3		5000			50/2		5000	ACH#1 CONDENSER	4
5	ACH2 HEAT	5000	50/2				5000		6
7		5000			50/2		5000	ACH#2 CONDENSER	8
9	WATER HEATER	6500	60/2				6500		10
11		3600			30/2		3600	VENT HOOD SUP	12
13	VENT HOOD MU	3600	30/2				3600		14
15	POWER POLE SC	500	20		20		500	POWER POLE SC	16
17	POWER POLE SC	500	20		20		500	POWER POLE SC	18
19	REFRIG	500	20		20		500	FREEZER	20
21	ICE MAKER	500	20		20		500	RR VENT	22
23	STOVE	500	20		20		500	STOVE	24
25	KITCHEN PANTRY	500	20		20		500	ACTIVITY	26
27	OFFICE	500	20		20		500	OFFICE	28
29	RESTROOM HALL	800	20		20		800	KITCHEN LIGHTS	30
31	ACTIVITY LIGHTS	800	20		20		800	ACTIVITY LIGHTS	32
33	EXTERIOR LIGHTS	800	20		20		800	OFFICE RR LTS	34
35	OFFICE HALL LTS	800	20						36
37									38
39									40

LOADING: 40400 39600
 TOTAL LOAD: 80000 240 333.3333 AMPS

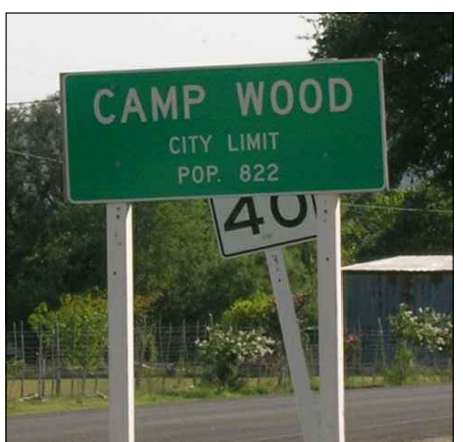
POWER SYMBOLS:

- ⊕ - 120V DUPLEX OUTLET
- ◀ - 4X4 BOX W/ 3/4" CONDUIT TO ABOVE CEILING.
- Ⓢ - LIGHT SWITCH
- ⊞ - DISCONNECT
- G - GFI PROTECTED
- WP - WEATHER PROOF GFI PROTECTED
- D - DIMMER SWITCH
- EXH - EXHAUST FAN
- P - PILOT LIGHT SWITCH

LIGHTING PLAN:
 SCALE: 1/4"=1'

POWER PLAN:
 SCALE: 1/4"=1'

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REVISED:	

**SHEET:
 E1**

Wage Rate Issuance Notice **A702**

The Davis-Bacon Act requires a valid Wage Decision be included in the bid package and construction contract specifications before bids are opened and be in effect on the date of the construction contract award. Obtain the most current Davis-Bacon wage decisions at www.wdof.texas.gov.

TxDOT Contract: Real County TxDOT 7220380
Grant Recipient Name: Real County
TxDOT Contract #: 7220380

LSO Name: Carl Esser - Esser & Company Consulting LLC
Detailed Description of Bid Activity: An approximately 1,800 square foot facility to include HVAC, electrical, plumbing, and all related appurtenances.
Date LSO Issued Wage Rates: July 13, 2021
Estimated Bid Opening Date: August 20, 2021

I have determined that the following General Wage Decision to be applicable for this construction work:

Wage Decision Number: TX20210176 Published: 07/02/2021
Type of Work (check one): Heavy Highway Building Residential

ISSUED BY:
Name: Carl Esser - Esser & Company Consulting LLC, Date: July 13, 2021
Address: 702 Ashby Drive S, City: Uvalde
State: Texas, Zip: 78801, Phone No: (830) 486-5849

***Attach wage decision to this form and retain copy in local files.
Do not send a copy of this form to TDA***

09/01/2020

the union which prevailed in the survey for this classification, which in this example would be Plumber, Pipe Fitter, Steamfitter, and other pipefitting trades, 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 001 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 Wage Identifiers
Classifications listed under the "SGP" 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: SGA2012-007 6/13/2014. SG 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. 6/13/2014 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
Classifications listed under the UAWG identifier indicate that no single majority rate prevailed for those classifications. However, 100% of the data reported for the classifications was union data. Example: UAWG-08-001 08/29/2014. UAWG indicates that the rate is a weighted union average rate. 08 indicates the state. The next number, 001 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 UAWG 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 samples of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey process. 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 1.4 and 21 CFR Part 7). Write to:
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

General Decision Number: TX20210176 (07/02/2021)
Superseded General Decision Number: TX20200176
State: Texas
Construction Type: Building
County: Real County in Texas
BUILDING CONSTRUCTION PROJECT (does not include single family homes or apartments up to and including 4 stories).
Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2021. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 21 CFR 5.140 (d)(1)(i) for the EO minimum wage rate (if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Act, including those set forth at 29 CFR 5.140 (f) (4). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/eo13658.

Modification Number: 0
Publication Date: 07/02/2021

ASB0047-002 03/02/2020

ABSTRACT WORKER/HEAT & Frost INSULATOR Rates Fringes
23.97 10.79
M010074-003 03/01/2017

BUILDINGWORKER Rates Fringes
29.00 22.55
M0200243-019 04/01/2020

Ironworker, reinforcing and Structural Steel Rates Fringes
29.24 7.43
LAB00194-001 05/01/2008

LABORER/ Mason Tender - Concrete/General Rates Fringes
22.58 3.49
PLM00142-010 06/07/2019

PLUMBER, Includes HVAC Pipe Installation Rates Fringes
31.00 13.76
SUTX2009-043 04/30/2009

BRICKLAYER Rates Fringes
19.27 0.00

CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation Rates Fringes
13.33 0.00
CEMENT/ASPH/CONCRETE FINISHER Rates Fringes
13.27 0.00
ELECTRICIAN Rates Fringes
29.00 9.11

GLAZIER Rates Fringes
17.20 3.59
HVAC MECHANIC (HVAC Duct and Pipe Installation) Rates Fringes
14.21 0.77
INSTALLER - OVERHEAD DOOR Rates Fringes
13.63 0.24
LABORER - Common or General Rates Fringes
9.73 0.00
LABORER - Landscape/Irrigation Rates Fringes
8.50 0.22
LABORER - Mason Tender - Brick Rates Fringes
19.02 0.00
LABORER - Mortar Mixer Rates Fringes
12.50 0.00
LABORER - Plaster Tender Rates Fringes
9.00 0.00
OPERATOR - Backhoe/Excavator/Trackhoe Rates Fringes
13.75 0.00
OPERATOR - Bulldozer Rates Fringes
12.00 0.43
OPERATOR - Crane Rates Fringes
21.33 0.00
OPERATOR - Forklift Rates Fringes
14.58 3.00
OPERATOR - Loader (Front End) Rates Fringes
16.54 0.40
PAINTER - Brush, Roller and Spray Rates Fringes
12.26 0.00
PLASTER Rates Fringes
14.50 0.00
ROOFER Rates Fringes
13.64 0.00
SHEET METAL WORKER, Includes HVAC Duct Installation Rates Fringes
19.00 0.00
TIRE SETTER Rates Fringes
13.00 0.00
TRUCK DRIVER Rates Fringes
13.24 0.35

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of: Domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/eo13706.

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 standard contract clauses (29CFR 5.15 (a) (1) (i)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the stated type of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifier" 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 "SGP" or "UAWG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLM00198-005 07/01/2014. PLM is an abbreviation identifier of

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

Federal Labor Standards Provisions	U.S. Department of Housing and Urban Development Office of Labor Relations		
<p>Applicability</p> <p>The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.</p> <p>A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.</p> <p>Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.</p> <p>(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:</p>	<p>(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and</p> <p>(2) The classification is utilized in the area by the construction industry; and</p> <p>(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.</p> <p>(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)</p> <p>(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)</p> <p>(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(i)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.</p> <p>(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.</p> <p>(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part</p>	<p>of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)</p> <p>2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.</p> <p>3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section (b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)</p> <p>(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls to all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)</p> <p>(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:</p> <p>(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;</p>	<p>(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;</p> <p>(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.</p> <p>(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3. (ii)(b).</p> <p>(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.</p> <p>(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.</p> <p>4. Apprentices and Trainees.</p> <p>(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by</p>
<p>Previous editions are obsolete</p> <p>Page 1 of 5</p> <p>form HUD-4010 (06/2009) ref. Handbook 1344.1</p>	<p>form HUD-4010 (06/2009) ref. Handbook 1344.1</p>	<p>Previous editions are obsolete</p> <p>Page 2 of 5</p> <p>form HUD-4010 (06/2009) ref. Handbook 1344.1</p>	<p>Previous editions are obsolete</p> <p>Page 3 of 5</p> <p>form HUD-4010 (06/2009) ref. Handbook 1344.1</p>
<p>the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.</p> <p>(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.</p> <p>5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract</p> <p>6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.</p> <p>7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.</p> <p>8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract</p> <p>9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.</p> <p>10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be</p>	<p>awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.</p> <p>(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.</p> <p>(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, "Federal Housing Administration transactions", provides in any part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false, shall be fined not more than \$5,000 or imprisoned not more than two years, or both."</p> <p>11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.</p> <p>B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.</p> <p>(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.</p> <p>(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.</p>	<p>(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.</p> <p>(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.</p> <p>C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.</p> <p>(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.</p> <p>(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act. (Public Law 91-54, 83 Stat 96). 40 USC 3701-81-899.</p> <p>(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.</p>	
<p>Previous editions are obsolete</p> <p>Page 4 of 5</p> <p>form HUD-4010 (06/2009) ref. Handbook 1344.1</p>	<p>Updated Annually. See DOL website and section 7.2.1 of this manual.</p> <p>form HUD-4010 (06/2009) ref. Handbook 1344.1</p>	<p>Previous editions are obsolete</p> <p>Page 5 of 5</p> <p>form HUD-4010 (06/2009) ref. Handbook 1344.1</p>	

Section 3 Policy

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

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

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

Bella A. Rubio Real County Judge 11/9/2020
Title Date

Equal Opportunity Guidelines for Construction Contractors

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

- 1. What are the responsibilities of the offeror or bidder to ensure equal employment opportunity? For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. Are construction contractors required to ensure a legal working environment for all employees? Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site? No, two or more women should be assigned to each site when possible.
4. Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources? Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources.
5. Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors? Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants.
6. What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment? If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.
7. What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities? Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy? Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy.
9. Are any in-service training programs provided for staff to update the EEO policy? At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status.
10. What recruitment efforts are made for Section 3 residents, minorities and women? The construction contractor must notify both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

- 11. Are any measures taken to encourage promotions for minorities and women? Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.
12. What efforts are taken to insure that personnel policies are in accordance with the EEO policy? Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.
13. Can women be excluded from utilizing any facilities available to men? No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.
14. What efforts should be utilized to include minority and female contractors and suppliers? Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers.
15. If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply? No, the construction contractor is responsible for its own compliance.
16. Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO? No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.
17. What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out? The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

(name of company) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the (City/County) of _____.

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

As officers and representatives of (name of company), we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Signature
Printed Name
Title
Date

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.
Yes No

The undersigned hereby certifies that:
The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
Yes No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

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

TO (appropriate recipient)	DATE
PROJECT NUMBER (if any)	
C/O	PROJECT NAME

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

(a) The Labor Standards provisions are included in the aforesaid contract.

(b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

(a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

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

4. Certifies that:

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

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP

(2) A PARTNERSHIP

(3) A CORPORATION ORGANIZED IN THE STATE OF _____

(4) OTHER ORGANIZATION (Describe) _____

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

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(Contractor)
Date _____

By _____

Notary Public

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NAME	ADDRESS	TRADE CLASSIFICATION

(Contractor)
Date _____

By _____

Notary Public

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NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of _____)

_____ , being first duly sworn, deposes and says that:

(1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;

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

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

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

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

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

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Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

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

(a) 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.

(b) 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-L-L, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

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. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

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CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

OFFICE USE ONLY

Date Received _____

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____

Signature of vendor doing business with the governmental entity Date

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CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/html/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if: _____

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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