



Routing and Inter Departmental Document

Neighborhood Services

Department

DOCUMENT TITLE: Letter of Agreement – Ripy Street Reconstructing Project

M&C 23-0018 CPN 103020 & 103708 CSO # DOC#

DATE:		
TO:	INITIALS	DATE OUT
1. Chad LaRoque – Information Only	<u>CL</u>	Feb 24, 2023
2. Riad Nusrallah – Information Only	<u>RN</u>	Feb 24, 2023
3. Omar Elbagalati – Information Only	<u>OE</u>	Feb 24, 2023
4. Leon Wilson – Information Only	<u>LW</u>	Feb 27, 2023
5. Lauren Prieur, Interim TPW Director, Sign	<u>LLP</u>	Feb 27, 2023
6. Victor T. Turner, NSD Director, Sign	<u>VT</u>	Feb 27, 2023
7. Leticia Rodriguez – Information Only	<u>lhr</u>	Feb 27, 2023

LETTER OF AGREEMENT: The purpose of this document is to demonstrate that the collaboration between departments and the completion of the Community Development Block Grant (CDBG) funded project will be in accordance with all federal HUD required regulations.

Action Required:

- ☐ As Requested
- ☐ For Your Information
- ☒ Signature/Routing and/or Project Filing
- ☐ Comment
- ☐ File

Questions: Please call Leticia Rodriguez at ext.7319. Thank you.

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

This letter and the attached documents constitute an agreement (“Agreement”) between the Neighborhood Services Department (“NSD”) and the Transportation and Public Works Department (“TPW”) for the Street Reconstruction Project – Ripy Street (“**Project**”) as more fully described in **Exhibit “A” – Project Summary and Scope of Work**. The Project and the associated costs are funded with Community Development Block Grant (“**CDBG**”) funds from the United States Department of Housing and Urban Development (“**HUD**”).

The National Objective of the CDBG program is to benefit low and moderate income individuals and families in accordance with the CDBG regulations at 24 CFR Part 570.200, 570.201 and 570.208. In accordance with CDBG regulations, the National Objective for the Project is to serve a defined service area that is predominantly low- to moderate-income.

The total amount of CDBG funds available for this Project, as more fully described in **Exhibit “B” – Budget**, is \$2,000,000.00. In order to ensure timely expenditure of CDBG funds, the Completion Deadline for the Project is March 1, 2024.

TPW must ensure through contract or other legally-enforceable means that the Project meets standards set by the ADA, Section 504 of the Rehabilitation Act of 1973, 24 CFR Part 8 of the HUD regulations, and any corresponding federal, state or local laws, regulations or ordinances regarding accessibility for disabled persons to public facilities and programs.

Section 1: Statement of Work

Eligible costs, as further described herein, can be incurred and/or expended only after completion of federal Environmental Review Record (“**Environmental Review**”) requirements and receipt of a Notice to Proceed from NSD for each phase of the Project. Environmental Review for preconstruction and design costs is complete upon TPW’s receipt of a Certification of Exempt Activities from NSD. Any costs incurred for work not included in the Environmental Review will not be eligible.

Work on the Project will be conducted in phases consisting of design and construction.

Phase 1 - Design. TPW staff completed design activities. CDBG-eligible expenses for Phase 1 include project delivery costs for any design costs related to developing a detailed scope of work, including a line item budget.

Phase 2 - Construction. CDBG-eligible costs for Phase 2 include construction costs associated with the reconstruction of Ripy Street. Construction work cannot commence until the full Environmental Review is complete and NSD has received the Authorization to Use Grant Funds (“**AUGF**”) from HUD, or, through the full Environmental Review, it is determined that the Project is categorically excluded and therefore converts to Exempt. At which point, NSD will provide TPW with a second Notice to Proceed for construction of the improvements.

If TPW starts work on any phase of the Project without a Notice to Proceed for that phase from NSD, such work will be ineligible for CDBG funding.

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

Section 2: Procurement and Debarment

Procurement of architects, engineers and contractors by TPW must follow City procedures and be fully documented. Copies of procurement documentation (including requests for proposals (“RFP”), bid solicitations, public notices of RFPs or requests for bid, bid analysis worksheets, RFP evaluation documents, and the like), must be provided to NSD. The RFP or bid solicitation must be provided to NSD **prior to issuance**, for review of compliance with CDBG requirements, and provide in final form at completion of procurement award. All procurement procedures must provide for open and free competition in accordance with 2 CFR Part 200.318-200.326 regarding financial and administrative management of federal grant funds.

TPW may rely on existing professional or construction Job Order Contractors (“**JOC**”); however, full documentation regarding the selection or procurement process followed must be provided to NSD. Solicitation of new professional and construction services **may run concurrently** with the Environmental Review for a particular project or service; however, **no contract can be executed for these services prior to obtaining full Environmental Review clearance** from NSD. TPW must verify all contractors as eligible to perform federally funded work through checking the System for Award Management (“**SAM**”) immediately prior to contract award **and** prior to contract execution and provide such documentation to NSD.

Eligible Costs:

- Costs associated with architecture and engineering services, environmental studies, permits and construction costs are eligible expenses. Costs must be supported by an invoice and any supporting documentation to support all eligible expenses.
- Approved TPW Project Management, TPW Staff Inspections and required onsite testing. Costs will not exceed **10%** of the construction budget. Costs must be supported by an accomplishment narrative and tied specifically to the project site.
- Mileage for TPW employees incurred during TPW Staff Inspections. Costs must be supported by a mileage report and tied specifically to the project site.

Ineligible Costs:

- TPW staff overtime/comp time earned (CTE) are not eligible costs.
- Costs determined to be ineligible based on HUD guidelines.

Section 3: Records and Reports/Documentation of Expenses

Eligible costs must be documented by the following:

- Invoice on vendor letterhead describing cost breakdown and project name;
- Verification that invoice was reviewed and approved by authorized TPW staff;
- Signatures must be dated;
- Copies of any supporting documentation for each invoice; and
- ERP documentation verifying that costs were charged to approved FID numbers referenced below.

NSD is providing the following FID numbers which TPW may use to set up Purchase Orders (“**PO**”) and Requisitions. **TPW must provide the invoices and all required back up**

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

documentation to NSD at the time of the actual payment of expense, but no less frequently than monthly. The invoices must be signed and dated by authorized TPW staff.

Approved FIDs are below. **Costs must be charged to the FID numbers in the order as shown in the table. After the budget and the budget line items are determined for each project, NSD will provide TPW with a list of FID numbers with correct account numbers for each line item of that project.**

Fund	Dept. ID	Account	Project ID	Activity	Budget	Use
*	*	*	*	*	\$2,000,000.00	Construction work associated with the reconstruction of Ripy Street.

**Fund info provided to TPW*

NSD staff will review the invoices and will contact TPW staff regarding any questions or concerns. Costs may be disallowed if they are not eligible as described above, not reasonable, not directly applicable to the project, or otherwise ineligible in accordance with HUD guidelines. **NSD reserves the right to discontinue authorization for use of a FID if invoice documentation is not provided at least monthly.** Total project budget may also be reduced by the amount of any disallowed costs.

Payment of funds will be provided through the City's accounting system. **The TPW Project Manager responsible for initial approval of contractor payments and documentation submission to NSD is Riad Nusrallah, phone 817-392-2729. The NSD Contract Administrator assigned to the project is Leticia Rodriguez, phone 817-392-7319.**

Support documentation for all expenses charged to CDBG funds, and all other related project documents, must be maintained for 5 years after completion of the project.

Section 4: Contractor Invoices

The selected contractor or JOC contractor may not incur or expend any costs related to the contract until after a Notice to Proceed has been provided to TPW. The contract with the contractor must contain all applicable HUD requirements regarding Davis-Bacon Wage Rates, Section 3 reporting requirements, M/W/S/DBE reporting requirements, and other necessary federal requirements. The language for these requirements can be found in Exhibit “O” – Addendum of Federal Requirements for CDBG Funds and City Requirements (“CDBG Addendum”).

Invoices, at minimum, shall include the total amount of the invoice, the amount of any retainage withheld, and a detailed line item breakdown of costs which should be specified by address, building name, or other location descriptions as described in the contract with the prime contractor for the Project. A more detailed description of required supporting documentation is provided in **Exhibit “J” – Standards for Complete Documentation.**

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

Section 5: Change Orders/Contract Amendments

All change orders and/or contract amendments must be reviewed and approved by NSD prior to TPW approval and execution.

Section 6: Davis-Bacon/Section 3/M/W/S/DBE Requirements

NSD staff must be included in any pre-bid and preconstruction meetings in order to advise contractors regarding Davis-Bacon and Section 3, and M/W/S/DBE requirements.

For construction contracts, Davis-Bacon, M/W/S/DBE, and Section 3 requirements must be included in the contract with the prime contractor, as noted in Section 4 above. If required, TPW will contact the Office of Business Diversity in the Economic Development Department to establish an M/W/S/DBE goal for each project. Contractors must also be required to obtain and submit Section 3 documentation, as shown in **Exhibit “I” — Section 3 Reporting Forms**, from their subcontractors on the project. Reporting forms will be provided by NSD.

NSD staff shall provide TPW with a Davis-Bacon wage determination and the wages must be used for the Project. An NSD Compliance Specialist will be assigned to review Davis-Bacon payrolls for the project and will coordinate directly with the contractor and his or her payroll staff regarding Davis-Bacon reporting requirements. All Davis-Bacon payrolls must be submitted directly to the assigned NSD Compliance Specialist by the contractor’s payroll staff. If payrolls are not submitted timely or a contractor fails to pay required wage rates, HUD requires the City to stop payment to the contractor until this has been corrected. The NSD Compliance Specialist will notify both the NSD Contract Administrator and the TPW Project Manager if payment stoppage becomes necessary. In addition, final retainage may not be paid until all payrolls and HUD-required forms have been submitted and approved by NSD. Davis-Bacon requirements are included in **Exhibit “H” – Federal Labor Standards Provisions - Davis-Bacon Requirements**.

It is national policy to award a fair share of contracts to disadvantaged business enterprises (“DBEs”), small business enterprises (“SBEs”), minority business enterprises (“MBEs”), and women’s business enterprises (“WBEs”). Accordingly, affirmative steps must be taken to assure that DBEs, SBEs, MBEs, and WBEs are utilized when possible as sources of supplies, equipment, construction and services for each Project.

In order to comply with federal reporting requirements in 24 CFR Part 570.506 (g)(6), TPW must submit the form attached hereto as **EXHIBIT “L” – Contract and Subcontract Activity Report Form** for each contract or subcontract with a value of **\$10,000.00** or more paid or to be paid with the CDBG funds. TPW shall submit this form by the date specified in **EXHIBIT “L” – Contract and Subcontract Activity Report Form**.

TPW is responsible for collecting the documentation pertaining to Davis-Bacon wages, Section 3 reporting, and contracting activities reporting.

Section 7: Final Inspection/Punch List/Notice of Completion (Green Sheet)

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

NSD staff must be included for the final walkthrough on each project and provided a copy of the punch list. The project is not complete until a Notice of Completion is received with required signatures in the standard format used by TPW confirming that all punch list items have been completed. Final payment may not be made until all required supporting documentation and outstanding reporting items and the final “pass inspection” from City inspectors is received by NSD. The Notice of Completion should be provided to NSD by TPW promptly after TPW determines that the project is complete.

Any funds remaining after each project is complete will remain with NSD. TPW agree to transfer to an NSD account the full amount of any project-related ineligible costs no later than September 15 of the fiscal year during which they were incurred and expended. TPW also agrees to cover any costs in excess of the agreed upon amount stated above from non-CDBG funds.

Section 8: Incorporation of CDBG Addendum and Exhibits.

The CDBG Addendum attached to this Letter of Agreement is hereby incorporated by reference for all purposes. TPW is responsible for abiding by all provisions of the CDBG Addendum and for including the CDBG Addendum in all levels of subcontracts. In the event there is a conflict between the CDBG Addendum and this Letter of Agreement, the Letter of Agreement controls.



Victor T. Turner, Director
Neighborhood Services Department

Feb 27, 2023

Date



Lauren Prieur (Feb 27, 2023 07:38 CST)

Lauren Prieur, Interim Director
Transportation and Public Works
Department

Feb 27, 2023

Date

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

EXHIBITS:

Exhibit “A” – Project Summary and Scope of Work
~~Exhibit “A-1” – 2022 HUD Income Limits NA~~
~~Exhibit “A-2” – Environmental Mitigation Action NA~~
Exhibit “B” – Budget
~~Exhibit “C” – Construction and Reimbursement Schedule NA~~
~~Exhibit “D” – Audit Requirements NA~~
~~Exhibit “E” – Loan Documents NA~~
~~Exhibit “F” – Reimbursement Forms NA~~
~~Exhibit “G” – Documentation of CDBG Requirements NA~~
Exhibit “H” – Federal Labor Standards Provisions - Davis-Bacon Requirements
Exhibit “I” – Section 3 Reporting Forms
Exhibit “J” – Standards for Complete Documentation
~~Exhibit “K” – Services Performed~~
Exhibit “L” – Contract and Subcontract Activity Report Form (HUD-2516)
~~Exhibit “M” – Report of Program Income~~
~~Exhibit “N” – Form of Construction Log~~
Exhibit “O” – Addendum of Federal Requirements for CDBG Funds and City Requirements
Exhibit “P” – Wage Determination

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

Exhibit “A”- Project Summary and Scope of Work

The City will provide \$2,000,000.00 in CDBG funds for the costs associated with the design and construction services for the rehabilitation work on Ripy Street. The purpose of the improvements is to provide safe access to pedestrians who live near and use Ripy Street.

The project locations are:

- **Ripy St, W 700 - 799 Hemphill St - Travis Ave**
- **Ripy St, W 800 - 899 Travis Ave - Lipscomb St**
- **Ripy St, W 900 - 999 Lipscomb St - College Ave**
- **Ripy St, W 1000 - 1049 College Ave - Laughton St**
- **Ripy St, W 1050 - 1099 Laughton St - S Adams St**
- **Ripy St, W 1100 - 1199 S Adams St - S Henderson St**
- **Ripy St, W 1200 - 1299 S Henderson St - Baldwin St**
- **Ripy St, W 1300 - 1313 Baldwin St - 5th Ave**
- **Ripy St, W 1314 - 1399 5th Ave - 6th Ave**
- **Ripy St, W 1400 - 1449 6th Ave - Willing Ave**
- **Ripy St, W 1450 - 1499 Willing Ave - Ryan Ave**
- **Ripy St, W 2100 - 2199 Townsend Dr - Frazier Ave**
- **Ripy St, W 2200 - 2299 Frazier Ave - Wayside Ave**
- **Ripy St, W 2300 - 2399 Wayside Ave - McCart Ave**

Improvements to the streets in these areas will help to promote safety, attractiveness, and community investment. The streets were selected based on input from TPW. TPW identified street segments within CDBG-eligible census tracts that require minimal street reconstruction. The public selected certain streets from TPW's list based on available funding.

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

Exhibit “B”- Budget

CDBG Funds Budget

Street Reconstruction Project – Ripy Street	\$2,000,000.00
TOTAL	*\$2,000,000.00

**20% of the construction amount will be used for TPW Project Management, TPW Inspections, onsite testing.*

Approved FID numbers are below. **Costs must be charged to the FID numbers in the order as shown in the table.**

Fund	Dept. ID	Account	Project ID	Activity	Budget	Use
*	*	*	*	*	\$2,000,000.00	Construction work associated with the reconstruction of Ripy Street.

**Fund info provided to TPW*

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

**Exhibit “H” – Federal Labor Standards Provisions-
Davis-Bacon Requirements**

Federal Labor Standards Provisions

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

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

CITY OF FORT WORTH

COMMUNITY DEVELOPMENT BLOCK GRANT

LETTER OF AGREEMENT

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

CITY OF FORT WORTH

COMMUNITY DEVELOPMENT BLOCK GRANT

LETTER OF AGREEMENT

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

CITY OF FORT WORTH

COMMUNITY DEVELOPMENT BLOCK GRANT

LETTER OF AGREEMENT

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 8, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

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

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 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 subparagraph (1) of this paragraph.

CITY OF FORT WORTH

COMMUNITY DEVELOPMENT BLOCK GRANT

LETTER OF AGREEMENT

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

Exhibit “I” – Section 3 Reporting Forms



City of Fort Worth
Section 3 Business Certification for Contracting

Instruction: Enter the following information and select the criteria that applies to certify your business' Section 3 Business status.

Business Information:

Name of Business:			
Address of Business:			
Name of Business Owner:			
Telephone and Email of Business Owner:			
Type of Business: (check type that applies)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	
	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Joint Venture	

Select from ONE of the following three options that applies:

_____ At least 51% of the business is owned and controlled by low- or very low-income persons. A low- or very low-income person is an individual who earns at or below 80% AMI or no more than **\$50,650.00** annually effective June 15, 2022.

_____ At least 51% of the business is owned and controlled by current public housing residents who currently live in Section 8-assisted housing.

_____ Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers. A Section 3 worker is an individual who earns at or below 80% AMI or no more than **\$50,650.00** annually effective June 15, 2022.

Business Affirmation:

I affirm that the above statements are true, complete, and correct to the best of my knowledge. I understand that businesses who misrepresent themselves as Section 3 businesses and report false information to the City of Fort Worth may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, we meet the definition of a Section 3 Business under federal regulations of the U.S. Department of Housing and Urban Development at 24 CFR Part 75, and that the following information is correct to the best of my knowledge.

Print Name:

Signature:

Certification expires within six months of the date of signature.

Date:

-----FOR CFW USE ONLY-----

Is the business a Section 3 business based upon their certificate? YES NO

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

*City of Fort Worth Neighborhood Services Dept.
Effective as of August 2022*

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

Exhibit “J” – Standards for Documentation



Standard of Documentation for Reimbursement of Development Costs

Cost Type	Documentation Standard
Acquisition of Real Property	<ul style="list-style-type: none">• Notice to Seller (date must be on or before the date of options agreement or sales contract and signed by the buyer and seller)• Recorded Deed of Trust• Purchase Agreement w/ Required HUD language• Master Settlement Statement/HUD-1• Appraisal or other document used to determine purchase price• Proof of Payment (i.e., bank statement/cancelled check)• Verification of Vacant Status (as applicable)
Pre-Development and Soft Costs (Architect, Engineer, Landscape Design, Surveys, Appraisals, Environmental, Legal Fees, Other Consultants, Etc.)	<ul style="list-style-type: none">• Invoice should include:<ul style="list-style-type: none">○ date○ company's letterhead○ address for which service is provided○ description of service(s) and item(s)○ amount for itemized services○ total amount• Proof of Payment (i.e., bank statement or cancelled check)• Fully executed contract/service agreements/letter agreements and applicable amendments<ul style="list-style-type: none">○ Provide printout from www.sam.gov verifying contractor/subcontractor is not listed on the debarred and suspension list• If only a portion is being paid with City funds, then show calculation and documentation of how costs are allocated
Construction Costs (Contractors & Subcontractors)	<ul style="list-style-type: none">• Invoice should include:<ul style="list-style-type: none">○ date○ company's letterhead○ address for which service is provided○ description of service(s) and item(s)○ amount for itemized services○ total amount• Proof of Payment (i.e., bank statement or cancelled check)• Copy of applicable inspection report(s) conducted by NSD Inspector• Copy of executed agreements<ul style="list-style-type: none">○ Provide printout from www.sam.gov verifying contractor/subcontractor is not listed on the debarred and suspension list• If only a portion is being paid with City funds, then show calculation and documentation of how costs are allocated• For payment of final retainage for the prime contractor, provide lien waivers for the prime and all subcontractors• List of subcontractors

**CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT**



Standard of Documentation for Reimbursement of Development Costs

Cost Type	Documentation Standard
Materials Purchased by Developer (if applicable)	<ul style="list-style-type: none">• Invoice should include:<ul style="list-style-type: none">○ date○ company's letterhead○ address for which service is provided○ description of service(s) and item(s)○ amount for itemized services○ total amount• Proof of Payment (i.e., bank statement or cancelled check)• Verification of delivery
Developer Fee (if paid directly from HOME funds)	<ul style="list-style-type: none">• Final Invoice Reflecting Total Development Cost• Proof of payment for any other entity/funding source contributing to development costs• Show calculation of agreed upon developer fee percentage• Copies of final lien releases from contractor/subcontractor• Complete Documentation income eligibility of buyers/renters (i.e., income documents for eligible homebuyer/tenants, sales contract between developer/homebuyer, HAP Deed of Trust with required affordability period language, etc.)• Lease documents• Final inspections of completed units

Exhibit "L" – Contract and Subcontract Activity Report Form (HUD2516)

Contract and Subcontract Activity

U.S. Department of Housing and Urban Development

OMB Approval No.: 2535-0117 (exp. 1/31/2013)

Public Reporting Burden for this collection of information is estimated to average .50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency

3a. Name of Contact Person

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc.

7a.

2. Location (City, State, ZIP Code)

3b. Phone Number (Including Area Code)

3c. Contractor or Subcontractor Business Type or Code (See Instructions)

3d. Woman Owned Business (Yes or No) (7e)

3e. Contractor or Subcontractor Business Type or Code (See Instructions)

3f. Contractor or Subcontractor Business Type or Code (See Instructions)

3g. Contractor or Subcontractor Business Type or Code (See Instructions)

3h. Contractor or Subcontractor Business Type or Code (See Instructions)

3i. Contractor or Subcontractor Business Type or Code (See Instructions)

3j. Contractor or Subcontractor Business Type or Code (See Instructions)

3k. Contractor or Subcontractor Business Type or Code (See Instructions)

3l. Contractor or Subcontractor Business Type or Code (See Instructions)

3m. Contractor or Subcontractor Business Type or Code (See Instructions)

3n. Contractor or Subcontractor Business Type or Code (See Instructions)

3o. Contractor or Subcontractor Business Type or Code (See Instructions)

3p. Contractor or Subcontractor Business Type or Code (See Instructions)

3q. Contractor or Subcontractor Business Type or Code (See Instructions)

3r. Contractor or Subcontractor Business Type or Code (See Instructions)

3s. Contractor or Subcontractor Business Type or Code (See Instructions)

3t. Contractor or Subcontractor Business Type or Code (See Instructions)

3u. Contractor or Subcontractor Business Type or Code (See Instructions)

3v. Contractor or Subcontractor Business Type or Code (See Instructions)

3w. Contractor or Subcontractor Business Type or Code (See Instructions)

3x. Contractor or Subcontractor Business Type or Code (See Instructions)

3y. Contractor or Subcontractor Business Type or Code (See Instructions)

3z. Contractor or Subcontractor Business Type or Code (See Instructions)

4. Reporting Period

Oct. 1 - Sept. 30 (Annual-FY)

5. Program Code (Not applicable for CPD programs.)

See explanation of codes at bottom of page. Use a separate sheet for each program code.

6. Date Submitted to Field Office

7. Contractor/Subcontractor Name and Address

7i. Street

7j. City

7k. State

7l. Zip Code

7c: Type of Trade Codes:

Housing/Public Housing:

1 = New Construction

2 = Substantial Rehab.

3 = Repair

4 = Minor Engrg. Appraisal

5 = Project Mangt.

6 = Professional

7 = Tenant Services

8 = Education/Training

9 = Other

7d: Racial/Ethnic Codes:

1 = White Americans

2 = Black Americans

3 = Native Americans

4 = Hispanic Americans

5 = Asian/Pacific Americans

6 = Hispanic Jews

CPD:

1 = New Construction

2 = Education/Training

3 = Other

5: Program Codes (Complete for Housing and Public and Indian Housing programs only):

1 = All insured, including Section 8

2 = Flexible Subsidy

3 = Section 8 Noninsured, Non-HFDA

4 = Insured (Management)

5 = Section 202

6 = HUD-Held (Management)

7 = Public/Indian Housing

Previous editions are obsolete.

form HUD-2516 (8/95)

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

Exhibit “O” – Addendum of Federal Requirements for CDBG Funds and City Requirements

This Addendum is hereby incorporated into the agreement by reference herein for all purposes.

ADDENDUM OF FEDERAL REQUIREMENTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

The following sections must be included in bid documents and contracts or subcontracts involving the use of United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds.

1.0 Lead-Based Paint Requirements.

If applicable, Contractor will comply with Federal lead-based paint requirements including lead screening in housing built prior to 1978 in accordance with 24 CFR Part 570.608 and 24 CFR Part 35, subparts A, B, J, K, M, and R, and the Lead: Renovation, Repair and Painting Program Final Rule, 40 CFR Part 745, in any construction and/or rehabilitation of the Required Improvements.

2.0 Terms Applicable to Contractors, Subcontractors and Vendors.

Contractor understands and agrees that all terms of this Contract, whether regulatory or otherwise, shall apply to any and all Subcontractors and Vendors of Contractor which are in any way paid with CDBG funds or who perform any work in connection with the Work. Contractor shall cause all applicable provisions of this Contract to be included in and made a part of any contract or subcontract executed in the performance of its obligations hereunder, including if applicable its obligations regarding the CDBG Regulations, the CDBG Requirements, and the City Requirements during the Construction Period. Contractor shall monitor the services and work performed by its Subcontractors and Vendors and Others on a regular basis for compliance, as applicable, with the CDBG Regulations, the CDBG Requirements, and the City Requirements as well as the Contract provisions. Contractor must cure all violations of the CDBG Regulations committed by its Subcontractors or Vendors. **Contractor acknowledges that the provisions of this Section shall survive the earlier termination or expiration of this Contract and be applicable for the length of the Construction Period and for 5 years thereafter.**

3.0 Contractor, Vendor and Subcontractor Requirements.

Contractor will use commercially reasonable efforts to ensure that all Subcontractors or Vendors utilized in the construction of the Work are appropriately licensed and such licenses are maintained throughout the construction of the Work. Contractor shall ensure that all

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

Subcontractors or Vendors utilized by Contractor in the construction of the Work are not debarred or suspended from performing the Contractor's, Subcontractor's or Vendor's work by the City, the State of Texas, or the Federal government. **Contractor acknowledges that 24 CFR Part 85.35 forbids Contractor from hiring or continuing to employ any Subcontractor or Vendor that is listed on the Federal Excluded Parties List System for Award Management, www.sam.gov ("SAM").** Contractor must confirm by search of SAM that all Subcontractors or Vendors are not listed as being debarred, both **prior to hiring and prior to submitting** a Partial Pay Estimate which includes invoices from any such Subcontractor or Vendor. **Failure to submit such proofs of search shall be an event of default.** In the event that City determines that any Subcontractor or Vendor has been debarred, suspended, or is not properly licensed, Contractor shall immediately cause such Subcontractor or Vendor to stop work on the Work and Contractor shall not be reimbursed for any work performed by such Subcontractor or Vendor. However, this Section should not be construed to be an assumption of any responsibility or liability by City for the determination of the legitimacy, quality, ability, or good standing of any Contractor, Subcontractor or Vendor. **Contractor acknowledges that the provisions of this Section pertaining to SAM shall survive the termination of this Contract and be applicable for the length of the Construction Period.**

4.0 **Environmental Review.**

Funds will not be paid, and costs cannot be incurred, until City has conducted and completed an Environmental Review Record as required by 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify, or cancel the project.

4.01. **Mitigation.**

If applicable, Contractor must implement mitigation actions outlined in the Environmental Review Record. **Failure to complete the required mitigation action is an event of default under this Contract.**

5.0 **Compliance With All Applicable Laws and Regulations.**

Contractor agrees to comply fully with all applicable laws and regulations that are currently in effect or that are hereafter amended during the term of this Contract and throughout the Construction Period. Those laws include, but are not limited to:

- CDBG Regulations found in 24 CFR Part 570.
- Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 *et seq.*)
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d *et seq.*) including provisions requiring recipients of federal assistance to ensure meaningful access by person of limited English proficiency
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 *et seq.*)
- Executive Orders 11063, 11246 as amended by 11375 and 12086 and as supplemented by Department of Labor regulations 41 CFR, Part 60
- The Age Discrimination in Employment Act of 1967
- The Age Discrimination Act of 1975 (42 U.S.C. Sections 6101 *et seq.*)

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sections 4601 *et seq.* and 49 CFR Part 24) (“URA”)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 794 *et seq.*) and 24 CFR Part 8 where applicable
- National Environmental Policy Act of 1969, as amended, 42 U.S.C. sections 4321 *et seq.* (“NEPA”) and the related authorities listed in 24 CFR Part 58.
- The Clean Air Act, as amended, (42 U.S.C. Sections 1251 *et seq.*) and the Clean Water Act of 1977, as amended (33 U.S.C. Sections 1251 *et seq.*) and the related Executive Order 11738 and Environmental Protection Agency Regulations at 40 CFR Part 15. In no event shall any amount of the assistance provided under this Contract be utilized with respect to a facility that has given rise to a conviction under the Clean Air Act or the Clean Water Act.
- Immigration Reform and Control Act of 1986 (8 U.S.C. Sections 1101 *et seq.*) specifically including the provisions requiring employer verifications of legal status of its employees
- The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101 *et seq.*), the Architectural Barriers Act of 1968 as amended (42 U.S.C. sections 4151 *et seq.*) and the Uniform Federal Accessibility Standards, 24 CFR Part 40, Appendix A
- Regulations at 24 CFR Part 87 related to lobbying, including the requirement that certifications and disclosures be obtained from all covered persons
- Drug Free Workplace Act of 1988 (41 U.S.C. Sections 701 *et seq.*) and 24 CFR Part 23, Subpart F
- Executive Order 12549 and 24 CFR Part 5.105(c) pertaining to restrictions on participation by ineligible, debarred or suspended persons or entities
- Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act
- Guidelines of the Environmental Protection Agency at 40 CFR Part 247
- For contracts and subgrants for construction or repair, Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in 29 CFR Part 5
- For construction contracts in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers, Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 300) as supplemented by 29 CFR Part 5
- Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations related to housing and community development financial assistance at 24 CFR Part 75
- Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 *et seq.*), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*) and implementing regulations at 24 CFR Part 35, subparts A, B, M, and R
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 *et seq.*
- Federal Funding Accountability and Transparency Act of 2006, (Pub.L. 109-282, as amended by Section 6205(a) of Pub.L. 110-252 and Section 3 of Pub.L. 113-101)
- Federal Whistleblower Regulations, 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 41 U.S.C. 4310.

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

5.1. HUD-Assisted Projects and Employment and other Economic Opportunities; Section 3 Requirements.

5.1.1. Requirement to be included in Construction Contracts.

As mandated by Section 3 of the Housing and Urban Development Act of 1968 and its related regulations at 24 CFR Part 75, Developer and Project Construction Contractors shall, to the greatest extent feasible, provide employment opportunities to low and moderate income workers and to low and moderate income residents of the Project Service Area and to businesses owned by or employing low and moderate income workers, as further defined and described in the Sections below.

5.1.2 Section 3 Definitions

5.1.2.1 Section 3 Worker means either a) a worker whose income is below the income established by HUD for Section 3 compliance, which is 80% of the area median income, or b) a worker that is employed by a Section 3 Business.

5.1.2.2 Targeted Section 3 Worker means a worker that lives within the Project Service area and also meets the definition of a Section 3 Worker.

5.1.2.3 Section 3 Business means a business that meets one of the following conditions: a) is at least 51% owned by low- or moderate-income persons; b) has had over 75% of its labor hours performed over the last the months by low- or moderate-income persons; or c) is at least 51% owned by public housing residents or residents that currently live in Section 8-assisted housing.

5.1.2.4 Project Service Area means the geographic area within one mile of the Project Site which includes 5000 population, or the geographic area around the Project Site which is large enough to include 5000 residents, as represented on Section 3 Project Service Area Map (to be attached in the Contract).

5.1.3. Contractor Responsibilities for Section 3 Requirements.

Contractor understands and agrees that compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of HUD shall be a condition of the federal financial assistance provided to the Project binding upon Lender and Developer, and their respective successors, assigns, contractors and subcontractors. Failure to fulfill these requirements shall subject Developer and its contractors and subcontractors and their respective successors and assigns to those sanctions specified by the grant agreement through which federal assistance is provided and to such sanctions as are specified by 24 CFR Part 75. Developer's responsibilities for fulfilling Section 3 requirements include:

5.1.3.1. Implementing procedures to notify potential Section 3 Workers and Section 3 Businesses about training, employment, and contracting opportunities generated by this Contract;

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

5.1.3.2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;

5.1.3.3. Facilitating the training and employment of Section 3 Workers and the award of contracts to Section 3 Businesses;

5.1.3.4. Assisting and actively cooperating with the Neighborhood Services Department in making contractors and subcontractors comply;

5.1.3.5. Documenting actions taken to comply with Section 3; and

5.1.3.6. Submitting Section 3 Reports to Lender as further described below.

5.1.4. **Section 3 Reporting Requirements.**

In order to comply with the Section 3 requirements, Developer must:

5.1.4.1. Report to Lender within 30 days of award of the prime construction contract, and regularly thereafter, the names, hourly wages, hours worked, and related required information for all nonprofessional workers working on the Project. This information must be reported through Lender's designated Section 3 and Davis-Bacon reporting software. These reports shall be submitted monthly, or with each construction draw request.

5.1.4.2. Require the Prime Contractor and all subcontractors to provide the information required via the designated Section 3 reporting software.

5.1.4.3. Submit, via Lender's designated Section 3 reporting software, or on applicable forms as attached to this Contract, certifications regarding the Section 3 Worker and Targeted Section 3 Worker status of all nonprofessional workers on the project.

5.1.4.4. Require all subcontractors to complete and submit Section 3 Business Certifications for subsequent submission to Lender.

5.1.4.5. Advertise employment opportunities created by the Project to the public for open competition within the City of Fort Worth, and within the Project Service Area(s), and provide copies of such advertisements to Lender with each quarterly Section 3 report, in the form of printout of Texas Workforce Commission posting, copy of newspaper advertisement, copy of flyers and listing of locations where flyers were distributed, and the like.

5.1.4.6. Report to Lender within 30 days of award of the Contract to the Prime Contractor, and on a monthly basis thereafter, a list of all contracts

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

awarded to subcontractors for the Project. This shall include name of all such subcontractors, their, addresses, zip codes, and the amounts of each subaward as of the date of the report, as well as the contact information for each subcontractor's Human Resources Department or primary hiring official.

5.1.4.7 Participate in, and require the Prime Contractor and subcontractors to participate in at least one Neighborhood/Project Service Area Job Fair organized by the Neighborhood Services Department to promote employment of Section 3 and Targeted Section 3 Workers during the contract period.

5.1.4.8 Coordinate and cooperate with Lender in efforts to publicize employment and contracting opportunities associated with the Project, including programs of Lender's Minority and Women's Business Enterprise (MWBE) office, as described herein.

5.1.5 This Section 5.1 shall be included in its entirety in all Project construction contracts or subcontracts totaling \$200,000 or more.

6.0 **Prohibition Against Discrimination.**

6.01. **General Statement.**

Contractor, in the execution, performance or attempted performance of this Contract, and in operation of services provided on the Property, shall comply with all non-discrimination requirements of 24 CFR 570.607 and the ordinances codified at Chapter 17, Article III, Division 4 – *Fair Housing* of the City Code. Contractor may not discriminate against any person because of race, color, sex, gender, religion, national origin, familial status, disability or perceived disability, sexual orientation, gender identity, gender expression, or transgender, nor will Contractor permit its officers, members, agents, employees, vendors, or project participants to engage in such discrimination.

This Contract is made and entered into with reference specifically to the ordinances codified at Chapter 17, Article III, Division 3 - *Employment Practices* of the City Code, and Contractor hereby covenants and agrees that Contractor, its officers, members, agents, employees, vendors, and contractors, have fully complied with all provisions of same and that no employee, or applicant for employment has been discriminated against under the terms of such ordinances by either or its officers, members, agents, employees, vendors, or contractors.

6.02. **No Discrimination in Employment during the Performance of this Contract.**

During the performance of this Contract, Contractor agrees to the following provision, and will require for the construction of the Work that its Subcontractors and Vendors also comply with such provision by including it in all contracts with its Subcontractors or Vendors:

[Subcontractor's or Vendor's Name] will not unlawfully discriminate against any

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

employee or applicants for employment because of race, color, sex, gender, religion, national origin, familial status, disability or perceived disability, sexual orientation, gender identity, gender expression or transgender. [Subcontractor's or Vendor's Name] will take affirmative action to ensure that applicants are hired without regard to race, color, sex, gender, religion, national origin, familial status, disability or perceived disability, sexual orientation, gender identity, gender expression or transgender and that employees are treated fairly during employment without regard to their race, color, sex, gender, religion, national origin, familial status, disability or perceived disability, sexual orientation, gender identity, gender expression or transgender. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. [Subcontractor's or Vendor's Name] agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

[Subcontractor's or Vendor's Name] will, in all solicitations or advertisements for employees placed by or on behalf of [Subcontractor's or Vendor's Name], state that all qualified applicants will receive consideration for employment without regard to race, color, sex, gender, religion, national origin, familial status, disability or perceived disability, sexual orientation, gender identity, gender expression or transgender.

[Subcontractor's or Vendor's Name] covenants that neither it nor any of its officers, members, agents, employees, or contractors, while engaged in performing this Contract, shall, in connection with the employment, advancement or discharge of employees or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age or because of any disability or perceived disability, except on the basis of a bona fide occupational qualification, retirement plan or statutory requirement.

[Subcontractor's or Vendor's Name] further covenants that neither it nor its officers, members, agents, employees, contractors, or persons acting on their behalf, shall specify, in solicitations or advertisements for employees to work on this Contract, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

6.03. **Contractor's Contractors and the ADA.**

In accordance with the provisions of the Americans With Disabilities Act of 1990 ("ADA"), Contractor warrants that it and any of its contractors will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its contractors. **CONTRACTOR WARRANTS IT WILL FULLY COMPLY WITH ADA'S PROVISIONS AND ANY OTHER APPLICABLE FEDERAL, STATE AND LOCAL LAWS CONCERNING DISABILITY AND WILL DEFEND, INDEMNIFY AND HOLD CITY HARMLESS AGAINST ANY CLAIMS OR ALLEGATIONS ASSERTED BY THIRD PARTIES**

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

OR CONTRACTORS AGAINST CITY ARISING OUT OF CONTRACTOR'S AND/OR ITS CONTRACTORS', AGENTS' OR EMPLOYEES' ALLEGED FAILURE TO COMPLY WITH THE ABOVE-REFERENCED LAWS CONCERNING DISABILITY DISCRIMINATION IN THE PERFORMANCE OF THIS CONTRACT.

7.0 Labor Standards.

7.01. As applicable, Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 276a-7) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the United States Department of Labor at 29 CFR Part 5. Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this Contract and the CDBG Regulations. Such documentation shall be made available promptly to City for review upon request.

7.02. Contractor agrees that, where required by the CDBG Regulations, all contractors engaged under contract for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under these regulations are imposed by state or local law, nothing hereunder is intended to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full provisions meeting the requirements of this paragraph in all such contracts subject to such regulations.

7.03. If applicable, Contractor and all lower tier subcontractors will comply with the Davis-Bacon Act as described and attached as **Federal Labor Standards Provisions – Davis-Bacon Requirements** (form HUD-4010). Contractor shall provide City access to employee payrolls, Subcontractor payrolls and other wage information for persons performing construction of the Project. Payrolls must be submitted to the Neighborhood Services Department weekly, and must be available to Neighborhood Services Department staff upon request. In addition, Contractor shall ensure that City will have access to employees and Subcontractors and their employees in order to conduct onsite interviews with laborers and mechanics. Contractor shall inform its Subcontractors that City staff and/or Federal agencies may conduct periodic employee wage interview visits during the construction of the Work to ensure compliance.

8.0 Subcontracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Areas

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

8.01. For procurement contracts **\$50,000.00** or larger, Contractor agrees to abide by City's policy to involve Minority Business Enterprises and Small Business Enterprises and to provide them equal opportunity to compete for contracts for construction, provision of professional services, purchase of equipment and supplies and provision of other services required by City. Contractor agrees to incorporate the City's BDE Ordinance, and all amendments or successor policies or ordinances thereto, into all contracts and subcontracts for procurement **\$50,000.00** or larger, and will further require all persons or entities with which it so contracts to comply with said ordinance.

8.02. It is national policy to award a fair share of contracts to disadvantaged business enterprises (“**DBEs**”), small business enterprises (“**SBEs**”), minority business enterprises (“**MBEs**”), and women’s business enterprises (“**WBEs**”). Accordingly, affirmative steps must be taken to assure that DBEs, SBEs, MBEs, and WBEs are utilized when possible as sources of supplies, equipment, construction and services.

8.03. In order to comply with Federal reporting requirements, Contractor must submit the form attached as **Contract and Subcontract Activity** (form HUD-2516) for each contract or subcontract with a value of **\$10,000.00** or more paid or to be paid with the CDBG Funds. Contractor shall submit this form annually by the date specified in the form and in the manner and to the person identified in writing, which shall be provided to Contractor at the pre-construction conference.

9.0 Right to Inspect Contractor Contracts

It is agreed that City has the right to inspect and approve in writing, prior to any charges being incurred, any proposed contracts between Contractor and (i) its Subcontractors, including any lower tier subcontractors engaged in any activity that is funded as a part of the construction of the Work to ensure they contain Davis-Bacon Act and Section 3 requirements, (ii) Vendor contracts arising out of the construction of the Work, and (iii) any third party contracts to be paid with CDBG Funds.

10.0 Certification Regarding Lobbying.

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a member of Congress, an officer or employee 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.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT

any Contractor, member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certificate is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Contractor shall require that the language of this certification be included in all subcontracts or agreements involving the expenditure of federal funds.

Contractor agrees that Contractor is bound by the terms and conditions set out in this Addendum and further agrees that this Addendum is part of the Contract Documents and is incorporated into the Agreement for all purposes.

**CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT**

Exhibit “P”- Wage Determination

"General Decision Number: TX20220025 02/25/2022

Superseded General Decision Number: TX20210025

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number Publication Date

0 01/07/2022

1 02/25/2022

**CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT**

* SUTX2011-007 08/03/2011

Rates Fringes

CONCRETE FINISHER (Paving and
Structures)..... \$ 14.12 **

ELECTRICIAN\$ 19.80

FORM BUILDER/FORM SETTER

Paving & Curb..... \$ 13.16 **

Structures\$ 13.84 **

LABORER

Asphalt Raker.....\$ 12.69 **

Flagger.....\$ 10.06 **

Laborer, Common \$ 10.72 **

Laborer, Utility\$ 12.32 **

Pipelayer.....\$ 13.24 **

Work Zone Barricade

Servicer \$ 11.68 **

POWER EQUIPMENT OPERATOR:

Asphalt Distributor..... \$ 15.32

Asphalt Paving Machine \$ 13.99 **

Broom or Sweeper.....\$ 11.74 **

Concrete Pavement

Finishing Machine \$ 16.05

Concrete Saw\$ 14.48 **

Crane Operator, Lattice

Boom 80 Tons or Less \$ 17.27

Crane Operator, Lattice

Boom over 80 Tons..... \$ 20.52

Crane, Hydraulic 80 Tons

or Less\$ 18.12

Crawler Tractor.....\$ 14.07 **

Excavator, 50,000 pounds

or less.....\$ 17.19

Excavator, over 50,000

pounds \$ 16.99

Foundation Drill , Truck

Mounted \$ 21.07

Foundation Drill, Crawler

Mounted \$ 17.99

Front End Loader 3 CY or

Less \$ 13.69 **

Front End Loader, over 3 CY.\$ 14.72 **

Loader/Backhoe.....\$ 15.18

Mechanic.....\$ 17.68

Milling Machine \$ 14.32 **

Motor Grader, Fine Grade... \$ 17.19

Motor Grader, Rough\$ 16.02

Pavement Marking Machine....\$ 13.63 **

Reclaimer/Pulverizer\$ 11.01 **

Roller, Asphalt \$ 13.08 **

**CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT**

Roller, Other.....\$ 11.51 **
Scraper \$ 12.96 **
Small Slipform Machine..... \$ 15.96
Spreader Box..... \$ 14.73 **

Servicer\$ 14.58 **

Steel Worker (Reinforcing).....\$ 16.18

TRUCK DRIVER

Lowboy-Float.....\$ 16.24
Off Road Hauler.....\$ 12.25 **
Single Axle.....\$ 12.31 **
Single or Tandem Axle Dump
Truck.....\$ 12.62 **
Tandem Axle Tractor with
Semi Trailer.....\$ 12.86 **
Transit-Mix\$ 14.14 **

WELDER\$ 14.84 **

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed

CITY OF FORT WORTH

COMMUNITY DEVELOPMENT BLOCK GRANT

LETTER OF AGREEMENT

in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

**CITY OF FORT WORTH
COMMUNITY DEVELOPMENT BLOCK GRANT
LETTER OF AGREEMENT**

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

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

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

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

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

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

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END OF GENERAL DECISIO"

City of Fort Worth, Texas

Mayor and Council Communication

DATE: 01/10/23 M&C FILE NUMBER: M&C 23-0018

LOG NAME: 19STREET RECONSTRUCTION - RIPPY STREET

SUBJECT

(CD 9 / Future CD 11) Authorize Change in Use and Adjust Existing Allocations in the Amount of \$1,500,000.00 in Community Development Block Grant Funds for the Street Reconstruction Project – Ripy Street and Authorize Substantial Amendment to the City’s 2020-2021 and 2021-2022 Action Plans

RECOMMENDATION:

It is recommended that the City Council:

- 1. Authorize a change in use and adjust existing allocations in the amount of \$1,500,000.00 of Community Development Block Grant funds for the Street Reconstruction Project – Ripy Street for a total construction cost of \$2,000,000.00; and
- 2. Authorize a Substantial Amendment to the City’s 2020-2021 and 2021-2022 Action Plans regarding the change in use in the amount of \$1,500,000.00 in Community Development Grant funds.

DISCUSSION:

On August 3, 2021, through Mayor and Council Communication (M&C) 21-0522 the City Council approved the City’s 2021-2022 Annual Action Plan, which among other things, authorized \$500,000.00 of Community Development Block Grant (CDBG) funds for street and sidewalk improvements in CDBG-eligible neighborhoods in the City of Fort Worth. The approved amount was based on available funds and with the understanding that streets would be selected based on meeting the CDBG eligibility requirements.

The Transportation and Public Works Department (TPW) collects a list of high priority neighborhood street segments to help promote safety, attractiveness, and community investment. The street segments are selected based on the poor condition of the street pavement, high pedestrian usage, and connectivity throughout the neighborhood. The list identifies street segments that are located in CDBG-eligible neighborhoods, have a straight forward scope of work with little-to-no design work needed, and that already have utility clearance, which could be a costly construction line item. The City’s review determined that only Ripy Street had eligible street segments that were contiguous. In an effort to make a higher impact in one area, staff recommended Ripy Street for the Street Reconstruction Project – Ripy Street (Project) which would result in over 2 linear miles of contiguous street reconstruction work.

After TPW completed the project specifications and calculated estimates based on current construction costs, it was determined that the total cost of the Project was \$2,000,000.00, which exceeds the \$500,000.00 approved through M&C 21-0522. Accordingly, the Project needs an additional \$1,500,000.00 to be completed.

Staff identified a total of \$520,995.54 in unprogrammed funds from Program Year (PY) 2020-2021. In addition, staff identified funding allocated in the City’s 2021-2022 Annual Action Plan for improvements to Bunche Park and Southside Community Center in the amounts of \$1,512,009.00 that are in need of being reallocated due to changes in the projects’ scopes and timelines. Once PARD determines a schedule and is ready to move forward with the final phase of Bunche Park Improvements, that phase can be funded with future CDBG allocations or unprogrammed funds as they become available. The scope of work for the Southside Community Center Project ended up being more than initially anticipated and additional funding sources are being considered. Both future Bunche Park Improvement Project Phases and the Southside Community Center projects will be funded with future CDBG funding allocations. In an effort to meet the City’s CDBG expenditure goals, staff recommends the use and expenditure of unprogrammed funds from PY2020-2021 in the amount of \$520,995.54 and \$979,044.46 from the two projects approved in the 2021-2022 Action Plan to complete the Project.

The funds will be to used reconstruct existing pavement, replace damaged curbs, gutters and sidewalks, and driveway approaches to the following locations along Ripy Street:

700 – 799 Hemphill Street - Travis Avenue
800 – 899 Travis Avenue - Lipscomb Street
900 – 999 Lipscomb Street - College Avenue
1000 – 1049 College Avenue - Laughton Street

1050 – 1099 Laughton Street - S Adams Street
1100 – 1199 S Adams Street - S Henderson Street
1200 – 1299 S Henderson Street - Baldwin Street
1300 – 1313 Baldwin Street - 5th Avenue
1314 – 1399 5th Avenue - 6th Avenue
1400 – 1449 6th Avenue - Willing Avenue
1450 – 1499 Willing Avenue - Ryan Avenue
2100 – 2199 Townsend Drive - Frazier Avenue
2200 – 2299 Frazier Avenue - Wayside Avenue
2300 – 2399 Wayside Avenue - McCart Avenue

This project will benefit low- and moderate-income Fort Worth residents of CDBG-eligible census tracts who reside in the neighborhood and immediate surrounding areas. A public comment period for the 2020-2021 and 2021-2022 Action Plan amendments was held from October 29, 2022 to November 28, 2022. Any comments received are maintained by the Neighborhood Services Department.

The street segments on Ripy Street included in the Project are located in COUNCIL DISTRICT 9.

A Form 1295 is not required because: This M&C does not request approval of a contract with a business entity.

FISCAL INFORMATION / CERTIFICATION:

The Director of Finance certifies that upon approval of the above recommendations, funds are available in the current operating budget, as appropriated, in the Grants Operating Federal Fund. The Neighborhood Services Department (and Financial Management Services) will be responsible for the collection and deposit of funds due to the City. Prior to an expenditure being incurred, the Neighborhood Services Department has the responsibility to validate the availability of funds. This is a reimbursement grant.

Submitted for City Manager's Office by: Fernando Costa 6122

Originating Business Unit Head: Victor Turner 8187

Additional Information Contact:
Chad LaRoque 2661
Leticia Rodriguez 7319











103020 & 103708-EPLA-Ripy Street Reconstructing Project

Final Audit Report

2023-02-27


Created:	2023-02-24
By:	Andrea Munoz (Andrea.Munoz@fortworthtexas.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvcCo0AV7wQxq_4NEWuIt84tLbjWa2geR

"103020 & 103708-EPLA-Ripy Street Reconstructing Project" History

-  Document created by Andrea Munoz (Andrea.Munoz@fortworthtexas.gov)
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2023-02-24 - 10:09:53 PM GMT - IP address: 204.10.90.100
-  Form filled by Riad Nasrallah (Riad.Nusrallah@fortworthtexas.gov)
Form filling Date: 2023-02-24 - 10:09:55 PM GMT - Time Source: server- IP address: 204.10.90.100
-  Document emailed to omar.elbagalati@fortworthtexas.gov for filling
2023-02-24 - 10:10:00 PM GMT
-  Email viewed by omar.elbagalati@fortworthtexas.gov
2023-02-24 - 10:11:36 PM GMT - IP address: 47.185.62.153

 Signer omar.elbagalati@fortworthtexas.gov entered name at signing as Omar Elbagalati

2023-02-24 - 10:40:09 PM GMT- IP address: 204.10.90.100

 Form filled by Omar Elbagalati (omar.elbagalati@fortworthtexas.gov)

Form filling Date: 2023-02-24 - 10:40:11 PM GMT - Time Source: server- IP address: 204.10.90.100

 Document emailed to Leon.Wilson@fortworthtexas.gov for filling


2023-02-24 - 10:40:13 PM GMT

 Email viewed by Leon.Wilson@fortworthtexas.gov


2023-02-24 - 11:40:42 PM GMT- IP address: 107.214.166.44

 Email viewed by Leon.Wilson@fortworthtexas.gov


2023-02-27 - 1:08:32 PM GMT- IP address: 204.10.90.100

 Signer Leon.Wilson@fortworthtexas.gov entered name at signing as Leon Wilson, Jr.

2023-02-27 - 1:09:21 PM GMT- IP address: 204.10.90.100

 Form filled by Leon Wilson, Jr. (Leon.Wilson@fortworthtexas.gov)

Form filling Date: 2023-02-27 - 1:09:23 PM GMT - Time Source: server- IP address: 204.10.90.100

 Document emailed to Lauren.Prieur@fortworthtexas.gov for signature

2023-02-27 - 1:09:25 PM GMT

 Email viewed by Lauren.Prieur@fortworthtexas.gov

2023-02-27 - 1:36:32 PM GMT- IP address: 108.209.194.42

 Signer Lauren.Prieur@fortworthtexas.gov entered name at signing as Lauren Prieur


2023-02-27 - 1:38:42 PM GMT- IP address: 108.209.194.42

 Document e-signed by Lauren Prieur (Lauren.Prieur@fortworthtexas.gov)

Signature Date: 2023-02-27 - 1:38:44 PM GMT - Time Source: server- IP address: 108.209.194.42

 Document emailed to Victor.Turner@fortworthtexas.gov for signature

2023-02-27 - 1:38:46 PM GMT

 Email viewed by Victor.Turner@fortworthtexas.gov

2023-02-27 - 2:58:54 PM GMT- IP address: 204.10.90.100

 Signer Victor.Turner@fortworthtexas.gov entered name at signing as Victor Turner

2023-02-27 - 3:00:28 PM GMT- IP address: 204.10.90.100

 Document e-signed by Victor Turner (Victor.Turner@fortworthtexas.gov)

Signature Date: 2023-02-27 - 3:00:30 PM GMT - Time Source: server- IP address: 204.10.90.100

 Document emailed to Leticia.Rodriguez@fortworthtexas.gov for filling

2023-02-27 - 3:00:32 PM GMT




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 Email viewed by Leticia.Rodriguez@fortworthtexas.gov

2023-02-27 - 3:23:54 PM GMT- IP address: 204.10.90.100

 Signer Leticia.Rodriguez@fortworthtexas.gov entered name at signing as Leticia Rodriguez

2023-02-27 - 3:24:20 PM GMT- IP address: 204.10.90.100

 Form filled by Leticia Rodriguez (Leticia.Rodriguez@fortworthtexas.gov)

Form filling Date: 2023-02-27 - 3:24:22 PM GMT - Time Source: server- IP address: 204.10.90.100

 Agreement completed.

2023-02-27 - 3:24:22 PM GMT



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