



**NOTICE OF SPECIAL MEETING
SEALY CITY COUNCIL
CITY COUNCIL CHAMBERS
415 MAIN STREET
SEALY, TX 77474
MONDAY, MARCH 24, 2025
6:45 P.M.**

Notice is hereby given of a Meeting of the City Council of Sealy to be held on the abovementioned date, time, and location for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

A. Call to Order

B. Roll Call and Certification of a Quorum

C. Petition(s) and Public Comments

Individuals shall have three (3) minutes to speak.

D. Discussion and Possible Action to Approve the agenda order or reorder

E. Proclamation(s)

- **Reverend Charles Boyd Frazier**

F. Business

1. Discussion and Possible Action regarding a Resolution Authorizing the Sealy Police Department to Apply for Walmart Spark Good Local Grant Application.
2. Discussion and Possible Action to Approve a Construction Contract with Erin Krampitz Designs for the Liedertafel Building Project.

G. Executive Session: A closed meeting will be held concerning the following item(s):

- a) **Texas Government Code, Section 551.071, Consultation with Attorney:** A governmental body may conduct a private consultation with its attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation; or a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

- **Hotel Occupancy Tax Services Agreement 2023-2024 with the Sealy Chamber of Commerce acting in the capacity as the Sealy Convention and Visitors Bureau**

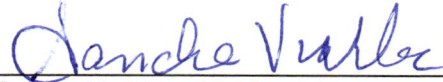
3. Reconvene into regular session and consider action, if any, on items discussed in Executive Session.

4. Reports, Announcements, or Requests from Councilmembers.

H. Adjourn

CERTIFICATION

I, Sandra Vrablec, City Secretary of the City of Sealy, do hereby certify that the above notice of the City of Sealy, Texas, City Council, was posted in a place convenient to the general public in compliance with Chapter 551, of the Texas Government Code, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting as well as on required website(s).



Sandra Vrablec, City Secretary

Proclamation(s)

***Recognition of
Reverend Charles Boyd Frazier and
Bethel Baptist Church***

* * * * *

WHEREAS, The Reverend Charles Boyd Frazier and Bethel Baptist Church are celebrating his 34th year as Pastor of their spiritual home; and

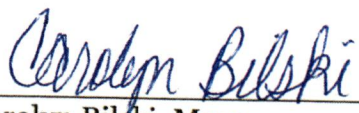
WHEREAS, in his 34 years of service Reverend Frazier has proclaimed the word of God in providing for the spiritual well-being of his congregation; and

WHEREAS, it is important that each of us recognizes the significant role pastors play in local church and community well-being,

NOW, THEREFORE, I, Carolyn Bilski on behalf of this City Council and the Citizens of Sealy, Texas join me in recognizing and thanking Reverend Frazier for his dedication of 34 years and wish him continued blessings in his role of leading others to Christ.

Witness my hand and the official seal of the City of Sealy this 24th day of March 2025.





Carolyn Bilski, Mayor

F. Business

Item #1

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, APPROVING PARTICIPATION IN AND APPLICATION FOR THE WALMART SPARK GOOD LOCAL GRANT PROGRAM

* * * * *

WHEREAS, The City of Sealy finds it in the best interest of the citizens of Sealy that the Walmart Spark Good Local Grant be operated for 2025; and

WHEREAS, City of Sealy agrees that in the event of loss or misuse of the Walmart Spark Good Local Grant Funds, City of Sealy assures that the funds will be returned to the Walmart Spark Good Local Grant in full.

WHEREAS, City of Sealy designates Kimbra Hill, City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that City of Sealy approves submission of the grant application for the Local Grant to the Walmart Spark Good.

BE IT FURTHER RESOLVED that Kimbra Hill, City Manager, is designated as the Program Director and Jennifer Matura, Director of Finance, is designated as the Financial Officer for this grant.

Passed and Approved this 24th day of March 2025.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrablec, City Secretary

Grant Number: _____

Item #2

CONSTRUCTION CONTRACT

#03202025

This Construction Contract ("Agreement") is entered into by and between City of Sealy, a Texas municipal corporation, and

Erin Krampitz Designs ("Contractor")

Together, City and Contractor are referred to herein as the "Parties."

Recitals

WHEREAS, City seeks to engage Contractor to provide construction services relating to the project described in **Exhibit "A"** attached hereto (the "Project") located at Liedertafel Building, 776 Lux Road, Sealy, TX 77474 (the "Property"); and

WHEREAS, Contractor has agreed to undertake and complete Project on behalf of City in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, it is agreed as follows:

1. **Scope of Work.**

- a. **The Work.** Contractor hereby contracts and agrees to provide all labor, equipment, tools, machinery, transportation, storage, supervision and services necessary, required or reasonably inferable, whether or not expressly set forth in any bid documents, to prosecute and complete in a single phase the installation and construction of the Project in accordance with the Project plans and specifications set forth (or referenced) in **Exhibit "A"** (collectively, the "Plans and Specifications"), which are hereby incorporated into and made part of this Agreement, and the terms and conditions of this Agreement (the "Work"). The Work shall be performed by Contractor in accordance with all applicable regulatory requirements and the Plans and Specifications. In the event of any conflict between the terms and conditions of this Agreement, the Plans and Specifications or any bidding documents, the terms and conditions of this Agreement shall control.
- b. **Changes in the Work.** City, without invalidating this Agreement, may order changes in the Work, consisting of additions, deletions or other revisions. Such changes in the work shall be authorized by written change order signed by City's authorized representative and Contractor ("Change Order"). The cost or credit to City from a change in the Work, together with any revisions to the completion date, shall be determined by mutual agreement between City and Contractor. Additionally, City has the authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Completion Date and not inconsistent with the intent of this Agreement ("Construction Change Directive"). Such changes shall be effected by written Construction Change Directive and shall be binding on City and Contractor unless Contractor timely delivers a written objection to City reasonably disclosing the basis for its objection, no later than three (3) business days after its receipt of the Construction Change Directive. Contractor shall carry out such written Change Orders and Construction Change Directives promptly. No change in the Work, the Contract Sum, the Completion Date, or any other obligations of the Contractor under the Agreement shall be authorized and enforceable except pursuant to a duly executed Change Order, a binding Construction Change Directive, or a modification to the Agreement.

2. **Time of Completion.**

- a. **Completion Time.** The Contractor shall achieve Substantial Completion and Final Completion of the Work, as such terms are defined below, in accordance with the timeframes set forth as follows:
 - The completion date is May 30, 2025.
- b. **Substantial Completion.** Substantial Completion of the Work is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Plans and Specifications so that City can utilize the Work for its intended use. At the time of Substantial Completion, any outstanding Work must be minor in nature, so that City could utilize the Project on that date without inconvenience or interference, and so that the completion of the Work by Contractor would not materially interfere with or hamper City in the use or enjoyment of the Project. Further, as a condition to substantial completion, Contractor must certify that all remaining Work is of a “punch list” nature, and will be completed by the deadline for Final Completion set forth above.
- c. **Final Completion.** Final Completion of the Work (sometimes referred to as “*Completion of the Work*”) means the actual completion of the Work, including any extras or change orders reasonably required or contemplated under this Agreement, other than warranty work or replacement or repair of the Work performed under this Agreement. The Work will not be deemed finally complete until final inspection by and approval of City.
- d. **Time of Performance.** Time is of the essence of this Agreement and with regard to Contractor’s performance of the Work. Contractor shall commence and proceed with its performance of the Work with reasonable diligence. City shall not dictate or determine the schedule of the working hours of Contractor; provided, however, that City may restrict the times during which Contractor accesses and performs Work on the Property and any portions thereof to normal working hours and days, consistent with written holiday schedules and policies of City which will be furnished to Contractor upon request.
- e. **Liquidated Damages.** None.

3. **Performance by Contractor.**

- a. **Contractor’s General Obligations.** Contractor agrees to perform the Work diligently, using the Contractor’s best skill and attention, and in compliance with the highest applicable industry standards. The Work will be performed by Contractor in a good and workmanlike manner strictly in accordance with the Plans and Specifications. Contractor will also be responsible for proper storage and security for all equipment and materials required for the Work. Contractor will supervise and direct the performance of the Work using its best skill and attention, in a manner commensurate with the usual standards of its profession. Contractor will be solely responsible for all construction, means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.
- b. **Review of Field Conditions by Contractor.** Contractor agrees and acknowledges that it has carefully examined the Property, has adequately investigated the nature and conditions of the Property, has familiarized itself with conditions affecting the difficulty of the Work, and has agreed to the Work based on its own examination, investigation, and evaluation, and not in reliance upon any opinions or representations of City or any other party. Contractor will be responsible for locating all utility lines and facilities, including buried pipelines and cables, in the vicinity of the Work site, and will perform the Work in such a manner as to avoid damaging such lines, cables, and facilities and, if required, Contractor will contact all utility companies applicable to the Work site(s) and obtain a written designation of the location of all utility lines and facilities on the site(s) prior to commencing any of the Work.
- c. **Labor and Materials.** Unless otherwise agreed to in writing by City, Contractor shall furnish at its own cost and expense all services, labor, equipment, tools, transportation, facilities, and all other

things necessary for the proper execution and completion of the Work.

- d. **Supervision and Construction Procedures; Safety.** Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. Contractor shall be responsible to City for acts and omissions of Contractor's employees, subcontractors and their agents and employees, and any other persons or entities performing portions of the Work for or on behalf of Contractor or any of its subcontractors. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons present on the Property or performing the Work, (b) the materials and equipment used in the performance of the Work, and (c) other real and personal property at the site or adjacent thereto.
- e. **Compliance with Laws.** Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to the performance of the Work, including those bearing on safety of persons and property and their protection from damage, injury or loss. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, a subcontractor, a sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable for and for which Contractor is responsible hereunder, except for damage or loss attributable to acts or omissions of City and not attributable to the fault or negligence of Contractor.
- f. **Payment to Subcontractors.** Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from City, out of the amount paid to Contractor on account of such subcontractor's or supplier's portion of the Work, the amount to which such subcontractor or supplier is entitled, reflecting percentages actually retained from payments to Contractor on account of such subcontractor's or supplier's portion of the Work. Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in similar manner. City shall have no obligation to pay or see to the payment of money to a subcontractor or supplier except as may otherwise be required by law.
- g. **Warranties of the Work; Correction of Defective Work.** Contractor warrants to City that the performance of the Work will be free from defect and that the performance of the Work will comply with applicable laws and regulations. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranties shall commence on the Completion Date. Contractor shall promptly correct any Work determined by City to be defective or to fail to conform to the requirements of this Agreement, whether discovered before or after the Completion Date. Costs of correcting such defective or nonconforming Work shall be at Contractor's expense. **IN ADDITION TO THE FOREGOING AND ANY WARRANTIES SET FORTH IN THE PLANS AND SPECIFICATIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE, IF, WITHIN ONE YEAR AFTER THE DATE FOR COMMENCEMENT OF WARRANTIES ESTABLISHED HEREIN, ANY OF THE WORK IS DEEMED BY CITY NOT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THIS AGREEMENT, CONTRACTOR SHALL CORRECT IT AT NO COST OR EXPENSE TO THE CITY PROMPTLY AFTER RECEIPT OF WRITTEN NOTICE FROM CITY TO DO SO.** If Contractor fails to correct defective or non-conforming Work within a reasonable time, City may correct such defective or non-conforming Work and may deduct the reasonable cost thereof from any payment then or thereafter due Contractor, or may recover the costs of correction if Contractor has already been paid for the Work. Additionally, Contractor agrees to perform the Work in such manner so as to preserve any and all manufacturer's warranties associated with the materials. The provisions of this Section shall survive Final Completion of the Work or any earlier termination of this Agreement.
- h. **Cleaning Up.** Contractor will confine its activities to areas designated by City and must maintain these areas in a neat and clean condition. All excess material and trash generated from the prosecution of the Work will be neatly stockpiled in the area designated by City and removed from the site as frequently as necessary to maintain the site in a neat and safe condition. Upon the completion of any portion of the Work, Contractor will remove all equipment, materials, supplies, and temporary structures from the area of the completed portion and leave the area in a neat and

clean condition. Contractor will also keep all adjacent properties, public or private, including streets, free of dirt, trash, debris, or other materials relating to or resulting from the prosecution of the Work. At completion of the Work, Contractor shall remove from and about the job site and surrounding area waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus material. Failure to comply with the clean up requirements set forth in this Agreement shall constitute a breach of this Agreement.

- i. **Contractor's Representations and Additional Warranties.** Contractor represents and warrants to City that, with respect to Contractor and each of the Agents:
 - i. Contractor is authorized and licensed, if applicable, to perform the Work, in Texas;
 - ii. Contractor has the full right, power, legal capacity and authority to enter into, execute and deliver this Agreement and to perform the obligations to be performed by Contractor; and
 - iii. Contractor is not a party to or bound by any agreement or contract or subject to any restrictions that would prevent the Contractor from entering into and performing the obligations under this Agreement.
4. **Prevailing Wages.** City is subject to the provisions of Chapter 2258, Subchapter B, Texas Government Code, pertaining to prevailing wage rates. In accordance with this statute, the City specifies the prevailing wage rate for Austin County as stated on Exhibit "D" as City's prevailing wage rate. Contractor agrees to pay not less than the specified prevailing wage rate to workers employed by it in the execution of the Work, and to comply with all applicable provisions of Chapter 2258, Subchapter B, Texas Government Code, including the recordkeeping required thereunder.
5. **Payment.** Payment for the Work shall be made to Contractor by City as provided herein below.
- a. **Total Compensation.** Contractor is entitled to receive compensation for the full and complete performance of the Work in the amount of \$ **34,900.00** (the "Contract Sum"). The Contract Sum includes the items of Work set forth in Contractor's bid.
 - b. **Progress Payments.** The City shall pay the Contractor the amount of \$17,450.00 at the time of execution of this agreement. The Contractor shall submit its applications for payment for the remaining balance of compensation upon completion of the project and punch list items. City shall pay Contractor for said work within forty-five (45) calendar days after receipt of an invoice.
 - c. **Retainage.** None.
 - d. **Requirements for Payments.** Contractor shall submit with each application for payment such documentation as may be required or requested by City to substantiate the amounts for which payment is requested, along with (a) a sworn representation and warranty by Contractor that it has properly performed and completed all Work for which payment is requested, (b) a release and waiver of Contractor's lien rights (conditioned upon Contractor's actual receipt of funds) in connection with the Work performed by Contractor through the applicable pay period, and (c) a sworn representation and warranty by Contractor (a "bills paid affidavit") that it has fully paid all known bills or obligations for Work covered in previously paid applications for payment. Upon request by the City and as a further condition of payment, Contractor shall obtain similar releases and waivers of lien rights and bills paid affidavits from its subcontractors.
 - e. **City's Right to Withhold Payment.** City shall be entitled to withhold payment from Contractor to the extent reasonably necessary to protect City as a result of (a) defective Work not remedied, (b) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to City is provided by the Contractor, (c) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment, (d) damage to City property, or (e) the persistent failure to carry out the Work in accordance with the requirements set forth in the Agreement.
 - f. **Sales Tax.** City is a tax-exempt, political subdivision of the State of Texas. Accordingly, no sales

tax will be charged to City or included in the Contract Sum.

- g. **Final Payment.** The making of final payment by City will not constitute a waiver of claims by City. The acceptance of final payment by Contractor will constitute a waiver of claims by Contractor, except those previously made in writing and identified by Contractors as unresolved at the time of final application for payment.
- 6. **Termination.** This Agreement will continue in effect unless terminated by either Party as provided herein below.

 - a. **Termination of the Agreement by City.** City may terminate the Agreement at any time for convenience (without cause) or for cause (due to Contractor's material breach). City may terminate the Agreement immediately following written notice of termination to Contractor. If termination is for cause, at City's sole option, Contractor may be given time to cure such breach as specified in the notice, after which the Agreement will terminate immediately if the breach is not cured. Upon receipt of City's notice of termination, Contractor shall stop all Work immediately but, unless expressly directed in writing by City to the contrary, shall take such actions reasonably necessary for the protection and preservation of the Work. In the event of termination for cause, City may take possession of the Work site and of all materials, equipment, tools and construction equipment and machinery thereon owned by Contractor, require Contractor to assign its subcontracts to City, and may finish the Work by whatever reasonable method City may deem expedient. Contractor shall not be entitled to any further payment except to the extent of any amount by which the Work completed or installed by Contractor prior to termination and not previously paid for by City exceeds the amount due by Contractor to City, including all damages which City is entitled to recover against Contractor for breach of the Agreement. In the event that termination is for convenience, Contractor shall be paid for (a) the Work properly executed in accordance with the Agreement prior to the effective date of termination (to the extent not previously paid to or for the benefit of Contractor) and (b) the actual, reasonable costs necessarily incurred by Contractor to protect the Work following the termination as required herein. City shall not be responsible for damages or recoveries arising from the termination of the Agreement except as expressly provided herein.
 - b. **Termination of the Agreement by Contractor.** Contractor may terminate the Agreement only for cause (due to City's material breach). Contractor may deliver a written notice of termination of the Agreement to City setting forth in reasonable detail the basis for such termination and providing City with a period of not less than ten (10) calendar days to cure such default. If City fails to cure the default within the time period stated in the initial notice of termination letter, Contractor may terminate the Agreement no less than five (5) calendar days following delivery of a final notice of termination letter to City. Contractor access to the Property shall cease upon the effective termination of the Agreement; however, prior to leaving the Property, Contractor shall take such actions reasonably necessary for the protection and preservation of the Work. In the event of Contractor's termination for cause, Contractor shall be entitled to recover (a) payment for the Work properly executed in accordance with the Agreement prior to the effective date of termination (to the extent not previously paid to or for the benefit of Contractor) and (b) the actual, reasonable costs necessarily incurred by Contractor to protect the Work following the termination as required herein, demobilize Contractor's workforce, and cancel Contractor's subcontracts. City shall not be responsible for damages or recoveries arising from the termination of the Agreement except as expressly provided herein.
 - c. **Survival of Obligations following Termination.** Except as may be expressly agreed in writing by the Parties, all warranty obligations or other obligations of the Contractor to complete or repair defective Work arising under the Agreement shall survive any termination of such Agreement (other than Contractor's termination of the Agreement for cause). Further, in the event of termination for any reason and by any Party, Contractor agrees to comply with City directives regarding the return of all materials purchased by City. Contractor shall provide reasonable cooperation to City in effecting a smooth and orderly transition of all matters that were being handled by Contractor prior to termination. All records, including all documents, articles or items that may be supplied by City to Contractor, shall be and remain the sole and exclusive property of City and shall be surrendered to it upon demand and, in any event, within five (5) days of termination. Upon the termination of the Agreement or this Agreement or upon the demand of City prior to termination, Contractor shall

immediately deliver to City at such place or places as may be designated by it, any and all other property of City in its possession or under its control.

7. **Relationship of Parties.** The Parties understand and agree that Contractor shall provide the Work to City as a non-exclusive independent contractor, with all of its attendant rights and liabilities, and not as an agent or employee of City. Nothing in the Agreement or otherwise is intended or will be construed to create a joint venture, partnership, employment or similar relationship. Neither Contractor nor any of Contractor's employees, representatives or agents will be deemed to be employed by City or be eligible for any employee benefits from City and, except as may be required by lawful authority, City will make no deductions or payment for taxes, insurance, bonds or other sums. The name "City" may not be used by Contractor in any manner tending to give the impression that any authority has been delegated to Contractor or Agents other than that as an independent contractor. Neither Party shall have the authority to bind the other to any contract or agreement whatsoever. Nothing in the Agreement shall be interpreted as authorizing Contractor or Agents to act for City in the collection of money, extension of credit, acceptance of service of process, or to make any commitment that would bind City to any contract or agreement. Contractor has sole authority and responsibility to hire, fire and otherwise controls its employees and neither Contractor nor its employees are employees of City. Contractor acknowledges and agrees that nothing herein shall entitle or render Contractor eligible to participate in any benefits or privileges provided by City for its employees.
8. **Taxes.** Contractor agrees to timely withhold and pay all taxes and fees assessed on Contractor or required of Contractor to pay or withhold to, for, or with respect to any person in connection with or incident to the performance of the Agreement, by the United States, any state and any governmental agency, as well as unemployment compensation insurance, social security, or any other taxes upon Contractor. Contractor acknowledges that Contractor is responsible for payment of all income taxes, including estimated quarterly payments. Contractor shall pay all sales tax for taxable materials and labor or services (to the extent such labor or services are taxable) purchased by or furnished to Contractor by its subcontractors and suppliers. All subcontracts shall be separated so that no sales tax is incurred, charged or paid on non-taxable labor or services.
9. **Insurance.**
 - a. See Exhibit "C".
10. **Performance and Payment Bonds.** None.
11. **Indemnity.**
 - a. **General Indemnification.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL INDEMNIFY AND HOLD CITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNITEES") HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, LOSS, AND EXPENSE, INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES AND EXPENSES, ARISING OUT OF OR RESULTING FROM: (1) THE PERFORMANCE OF THE WORK, ATTRIBUTABLE TO PERSONAL INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, OR ANY SUPPLIER, OR ANYONE, DIRECTLY OR INDIRECTLY, EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, OR (2) THE FAILURE OF THE WORK TO BE FIT FOR ITS INTENDED PURPOSE. THIS OBLIGATION WILL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY THAT WOULD OTHERWISE EXIST UNDER THIS AGREEMENT OR AT LAW OR IN EQUITY AS TO ANY OTHER PARTY OR PERSON. THIS INDEMNIFICATION WILL EXTEND TO CLAIMS, DEMANDS, OR LIABILITIES FOR INJURIES OCCASIONED AFTER COMPLETION OF THE WORK, AS WELL AS DURING THE WORK'S PROGRESS. **THE OBLIGATIONS IN THIS PARAGRAPH (A) APPLY WHETHER ALLEGED OR ACTUAL, NEGLIGENT, OR GROSS NEGLIGENT ACTS OR OMISSIONS OR OTHER FAULT OF ANY**

INDEMNITEE CAUSED THE LOSS IN WHOLE OR IN PART; PROVIDED HOWEVER, IN THE EVENT OF ANY JOINT OR CONCURRENT LIABILITY BETWEEN AN INDEMNITEE AND CONTRACTOR, CONTRACTOR'S OBLIGATIONS HEREIN WILL BE REDUCED BY THE PERCENTAGE OF NEGLIGENCE OR FAULT APPORTIONED TO THE INDEMNITEE; AND (B) INCLUDE WITHOUT LIMITATION, CLAIMS BY THE CONTRACTOR'S CREW OR EMPLOYEES AGAINST THE INDEMNITEES. This provision relating to indemnification shall survive the termination of this Agreement and may be enforced by City, or its successors or assigns.

- b. **Indemnification for Lien Claims.** CONTRACTOR SHALL INDEMNIFY CITY AND INDEMNITEES AGAINST ALL LIEN CLAIMS AND BOND CLAIMS, INCLUDING EXPENSES, COSTS OF BONDS TO REMOVE LIENS, AND ATTORNEYS' FEES RELATED TO SUCH CLAIMS, WHICH MAY BE ASSERTED BY MECHANICS, MATERIALMEN, SUPPLIERS, SUBCONTRACTORS OR EQUIPMENT LESSORS OF CONTRACTOR OR ITS AGENTS OR ANYONE CLAIMING UNDER ANY OF THEM. IN THE EVENT LIENS ARE PLACED ON THE WORK OR THE PROPERTY, CONTRACTOR SHALL IMMEDIATELY OBTAIN A BOND TO REMOVE SUCH LIEN OR PROVIDE SUCH OTHER ALTERNATIVE SECURITY AS CITY DEEMS APPROPRIATE. IF BOND CLAIMS OR LIEN CLAIMS ARE FILED BY ANY SUBCONTRACTORS, MATERIALMEN, SUPPLIERS, MECHANICS OR EQUIPMENT LESSORS OF CONTRACTOR OF ITS AGENTS, CITY SHALL HAVE THE RIGHT TO SUSPEND PAYMENTS TO CONTRACTOR AND EITHER HOLD MONEY DUE CONTRACTOR OR, IF SATISFACTORY SECURITY IS NOT TIMELY FURNISHED, MAKE PAYMENTS TO SAID CLAIMANTS AND CHARGE THE PAYMENTS AGAINST CONTRACTOR.
 - c. **Indemnification for Defense Costs.** CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY AND INDEMNITEES AGAINST ANY ATTORNEYS' FEES OR OTHER COSTS OR EXPENSES INCURRED BY CITY AND INDEMNITEES IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS OR CAUSES OF ACTION WITHIN THE SCOPE OF THIS SECTION 11 SHALL BE CONSTRUED AS A SEPARATE ITEM OF INDEMNIFICATION WHICH SHALL BE AN ABSOLUTE OBLIGATION OF CONTRACTOR EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARE INVALID OR GROUNDLESS.
12. **Dispute Resolution/Mediation.** The Parties agree to meet and confer in good faith on all matters of common interest or all controversies, claims, or disputes which may arise under the Agreement. The Parties agree that all disputes arising out of or relating to the Agreement that cannot be resolved through informal conference will be submitted to mediation prior to exercising any judicial remedies.
13. **Notices.** All notices and correspondence shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 13):

If to City:

Kimbra Hill
City Manager
City of Sealy
415 Main Street
Sealy, Texas 77474
Office 979-885-3511
khill@ci.sealy.tx.us

If to the Contractor:

Erin Krampitz Designs
309 Loescher St.
Sealy, TX 77474
Phone: (979) 877-9002
erinkrampitz2012@hotmail.com

Notice shall be effective only upon receipt by the party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, if the notice is sent by certified mail. Confirmation of receipt of any facsimile sent must be received in order to presume that the transmission was received.

14. General Provisions.

- a. **Assignment.** This Agreement and Contractor's obligation and duties to City hereunder are not transferable or assignable by Contractor.
- b. **Waiver.** Failure of City at any time to enforce any provisions of this Agreement shall not be construed to be a waiver or relinquishment of City's rights granted hereunder or of the future performance of such provision, and the obligations of Contractor with respect thereto shall continue in full force and effect. No provision of this Agreement will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the Party giving the waiver or consent.
- c. **Choice of Law.** This Agreement is made under and will be enforced and construed in accordance with the laws of the State of Texas. All claims, disputes or causes of action arising hereunder will be resolved pursuant to Section 12 of this Agreement. Should, for any reason whatsoever, any claim, dispute, or cause of action fail to be resolved pursuant to Section 12 of this Agreement, such claim, dispute, or cause of action shall be filed in the court of competent jurisdiction in Austin County, Texas, which venue shall be exclusive.
- d. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute one of the same Agreements. Faxed and electronic scanned signatures and countersignatures shall be deemed originals for all purposes and proper evidence of assent of this Agreement.
- e. **Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected thereby, and it is also the intention of the parties that, in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and is legal, valid, and enforceable.
- f. **Attorneys' Fees.** Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof will be additionally entitled to recover court costs and reasonable attorney's fees, and all other litigation expenses, including deposition costs, travel, and expert witness fees, from the non-prevailing party.
- g. **Authority.** Each party represents and warrants that it has the full right, power, and authority to execute this Agreement and all related documents. Each person executing this instrument on behalf of a party represents that he or she is an authorized representative of and has the authority to sign this document on behalf the respective party.
- h. **Boycott Israel Certification.** For purposes of Chapter 2270 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor, boycotts Israel.

The Contractor agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Contractor, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Contractor will boycott Israel during the term of the Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this clause has the meaning assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code.

- i. **Terrorist Organization Certification.** For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” as used herein has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- j. **Disclosure of Interested Parties.** Contractor acknowledges that Texas Government Code Section 2252.908 (“Section 2252.908”) requires business entities entering into a contract with a local government entity such as the City to complete a FORM 1295 promulgated by the TEC (which is available on the TEC website at <https://www.ethics.state.tx.us/forms/1295.pdf>) and to file it electronically with the TEC before the time the business entity executes and submits the contract to the local governmental entity. Contractor confirms that it has reviewed Section 2252.908, electronically filed a FORM 1295 with the TEC, and has provided the City with a completed FORM 1295 and certification of filing generated by the TEC’s electronic filing application, as required by Section 2252.908.
- k. **Conflict of Interest Certification.** Contractor acknowledges that Texas Local Government Code Chapter 176 requires a vendor that seeks to or enters into a contract with a local governmental entity to file a conflicts of interest questionnaire if the vendor: (i) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer; (ii) has given a local government officer, or a family member of the officer, one or more gifts that exceed certain values; (iii) has a family relationship with a local government officer. Similarly, the Texas Penal Code prohibits the acceptance any benefit as consideration for a decision, opinion, recommendation, vote, or other exercise of discretion by a public servant. By execution of this Agreement, Contractor certifies as follows: (i) Contractor has fully complied with the applicable requirements of Chapter 176 of the Texas Local Government Code; (ii) Contractor has not provided any gift, payment or other benefit to any director or employee of the City; and (iii) Contractor has no other conflict of interest with the City, or any director or employee of the City.
- l. **Anti-Boycott of Energy Companies.** Contractor verifies that it does not boycott energy companies and will not boycott energy companies, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 13, 87th Texas Legislature, regular session, during the term of this Contract. This provision applies to a company with 10 or more full-time employees and a Contract that has a value of \$100,000 or more to be paid wholly or partly from the entity’s public funds, as well as a sole proprietorship as a Contractor for purposes of this prohibition.
- m. **Nondiscrimination Against Firearm and Ammunition Industries.** Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by SB 19, 87th Texas Legislature, regular session.

SIGNATURE FOLLOWS ON NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by the last signatory hereto.

CITY OF SEALY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

ERIN KRAMPITZ DESIGNS

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY
Date Received

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

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

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

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

 Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Exhibit "A"

Description of Work

ESTIMATE



Prepared For

Liedertafel Floors

Erin Krampitz Designs

309 Loescher St.
Sealy, TX 77474
Phone: (979) 877-9002
Email: erinkrampitz2012@hotmail.com
Web: erinkrampitzdesigns.com

Estimate # 31
Date 02/20/2025
Business / Tax # [REDACTED]

Description	Total
Hardwood Floors Demo and haul off existing linoleum flooring in dance hall and kitchen area Replace subfloor where necessary Materials and Labor 2 1/4" Maple Wood Hardwood Installation Sand and Stain Hardwood Floor	\$34,900.00
Subtotal	\$34,900.00
Total	\$34,900.00

Page 15 of entire agreement
By signing this document, the customer agrees to the services and conditions outlined in this document.

Exhibit "B"

Plans and Specifications for Work

All materials and labor for the replacement of approximately 2,005 square feet of linoleum floors to be replaced with new solid wood floors around the entire perimeter of the main dance floor, and approximately 350 square feet in the kitchen, including the replacement of subfloor where necessary. (Total square footage of approximately 2,355). The existing solid wood floors in the main dance floor area will be sanded, then all existing and new solid wood floors will be stained/sealed. All linoleum floors/debris will be hauled off.

Exhibit "C"
Insurance Requirements

EXHIBIT "C"

CITY OF SEALY STANDARD INSURANCE REQUIREMENTS

Contractors providing goods, materials and services for the City of Sealy (the "City") shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All certificate(s) of insurance shall contain the following provisions:

- 1. Name the City, its officers, representatives, and employees as additional insureds as to all applicable coverage as noted.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail.
3. Provide for a waiver of subrogation in favor of the City.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A- VII" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be submitted with the Contractor's bid or response to proposal. A certificate of insurance shall also be provided to the City prior to the date the contract is executed, renewed or extended.

Insurance Types and Limits: Standard Insurance Terms under "All Contracts" apply unless a more specific Contract type is applicable and modifies the insurance limits.

Type of Contract

Type and amount of Insurance

All Contracts

General Liability for bodily injury, property damage, and advertising injury with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, including a separate aggregate of \$2,000,000 for products and completed operations.

Medical Expense Limit shall be not less than \$10,000 on any one person.

Automobile Liability with a minimum limit of \$1,000,000 per occurrence or combined single limit.

Texas Statutory Workers' Compensation and Employers Liability with a minimum limit of \$100,000 for Each Accident, Disease - Each Employee and Disease - Policy Limit. Non-Subscribers must provide proof their non-subscriber status with the Texas Department of Insurance (Form - DWC 005)

Special Events

If the contractor serves, sells or otherwise provides alcoholic beverages, Liquor Liability with a minimum of \$1,000,000 per Occurrence and \$2,000,000 Aggregate.

If the City, in its sole determination, considers activities of the Special Event to be high risk or dangerous activities, Umbrella Coverage or Excess Liability Excess Coverage commensurate with the risk, but in no event less than \$2,000,000.

If a transportation hire for service is provided, Automobile Liability with a minimum of \$1,000,000 combined single limit.

Public Works and Construction

Texas Statutory Workers' Compensation and Employers Liability with a minimum limit of \$1,000,000 for Each Accident, Disease – Each Employee and Disease – Policy Limit. Non-Subscribers must provide proof their non-subscriber status with the Texas Department of Insurance (Form – DWC 005)

Builders Risk Insurance - This coverage will be provided by all contractors involved in the construction of a new building, or the improvement, alteration or renovation of an existing structure with project value of \$50,000 or more. This coverage should be considered automatic on projects involving new construction or major additions to existing structures and in addition to the general liability and workers' compensation requirements found in this document.

Installation Floater – this coverage may be substituted for Builders Risk Insurance upon approval of the City. The floater shall provide coverage for the material at the jobsite, in temporary storage, and in transit. The limit shall meet or exceed that of the total cost of the project under contract with the contractor.

Professional Services

Professional Liability Insurance with a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. Must be on an Occurrence Form. If coverage is provided on a Claims-Made Form, then it must have a retroactive date at least to the first date of the applicable contract for which coverage is provided.

Software, SAAS and IT Services

Errors & Omissions \$1,000,000
Cyber Liability \$1,000,000

Privacy & Network Security \$1,000,000

The above limits are standard. The City of Sealy reserves the right to amend these limits and coverages based on the exposures in the subject contract.

Certificate Holder Address:

City of Sealy
Attn: City Secretary
PO Box 517
Sealy TX 77474

- a. All of the above-listed insurance must be maintained in force throughout the term of this Contract and must be written by insurance companies authorized to sell insurance where work is being performed and have an A.M. Best's rating of B++ VII or better. All insurance policies must provide that they may not be cancelled or modified without 30 days' prior written notice to City and that they are primary and noncontributory over any insurance that may be carried by City.
- b. All such insurance shall be primary. All policies shall include a waiver of subrogation in favor of City, and all policies shall require at least thirty (30) days prior written notice to City of any intention to cancel, terminate or reduce coverage provided thereby. City shall be named as additional insureds on the commercial general liability and business automobile liability policies. Prior to the commencement of the Work, Contractor shall furnish to City a Certificate of Insurance, endorsements, or evidence of coverage signed by authorized representatives of the companies providing the coverage required under the terms of the Agreement. Upon request and without expense to City, Contractor shall furnish City with certified copies of said insurance policies signed by authorized representatives of the insurance companies. Failure to secure the insurance coverages, or the failure to comply fully with any of the insurance provisions of the Agreement as may be necessary to carry out the terms and provisions of the Agreement shall be deemed to be a material breach of the Agreement. The lack of insurance coverage does not reduce or limit Contractor's responsibility to indemnify City as set forth in the Agreement. Any and all deductibles and premiums associated with the above-described insurance policies shall be assumed by, for the account of, and at the sole risk of the Contractor. City reserves the right to review the insurance coverage requirements of the Agreement. Contractor shall require similar insurance levels from its sub-contractors and other Agents.
- c. As required by Section 406.096, Texas Labor Code, Contractor hereby certifies that Contractor provides workers' compensation insurance coverage for each employee of Contractor who will be employed on the Project. Further, Contractor agrees that each subcontractor which Contractor engages to perform work on the Project will be required to provide a written certification that the subcontractor provides workers' compensation insurance coverage for each employee of the subcontractor who will be employed on the Project, and that Contractor will provide such certification to City before the subcontractor performs any work on the Project.

Waiver of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer's rights of recovery against the City of Sealy under all the required insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

Exhibit "D"
Prevailing Wage Rates

Superseded General Decision Number: TX20230229

State: Texas

Construction Type: Building

County: Austin County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
---	--

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

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

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

Modification Number	Publication Date
0	01/05/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 28.35	16.02
BOIL0074-003 07/01/2023		

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64
CARP0551-008 04/01/2021		

	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation).....	\$ 25.86	9.08
ELEC0716-005 08/29/2023		

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms).....	\$ 34.50	10.41
ELEV0031-003 01/01/2023		

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.15	37.335+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		

Cranes.....\$ 34.85 9.85

IRON0084-011 06/01/2023

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 27.51 **8.13**

PLAS0783-001 04/01/2023

Rates Fringes

PLASTER ~~Page 26 of entire agreement~~.....\$ 31.34 10.30

PLUM0068-002 10/01/2023

	Rates	Fringes
PLUMBER.....	\$ 34.86	11.68

PLUM0211-010 10/01/2023

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 38.31	12.61

SHEE0054-012 04/01/2020

	Rates	Fringes
SHEET METAL WORKER Excludes HVAC Duct and Unit Installation.....	\$ 29.70	13.85
HVAC Duct Installation Only.	\$ 29.70	13.85

SUTX2014-004 07/21/2014

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 16.41 **	3.98
BRICKLAYER.....	\$ 19.86	0.00
CAULKER.....	\$ 15.36 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.82 **	0.00
DRYWALL FINISHER/TAPER	\$ 16.30 **	3.71
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only).....	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 12.57 **	0.00
GLAZIER.....	\$ 19.12	4.41
INSULATOR - BATT.....	\$ 14.87 **	0.73
IRONWORKER, REINFORCING	\$ 12.10 **	0.00
IRONWORKER, STRUCTURAL	\$ 27.15	5.66
LABORER: Common or General.....	\$ 11.56 **	0.00

LABORER: Mason Tender - Brick...\$ 13.37 **	0.00
LABORER: Mason Tender - Cement/Concrete\$ 10.50 **	26 0.00

Page 28 of entire agreement

LABORER: Pipelayer.....	\$ 12.94 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation	\$ 9.49 **	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe..	\$ 14.10 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93 **	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22 **	0.34
OPERATOR: Forklift	\$ 15.64 **	0.00
OPERATOR: Grader/Blade	\$ 13.37 **	0.00
OPERATOR: Loader	\$ 13.55 **	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller	\$ 16.00 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 16.77 **	4.51
ROOFER	\$ 15.40 **	0.00
SHEET METAL WORKER (HVAC Unit Installation Only).....	\$ 19.67	2.24
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00 **	0.00
TILE SETTER	\$ 16.17 **	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 14.95 **	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck	\$ 12.00 **	4.11
WATERPROOFER	\$ 14.39 **	0.00

WELDERS - Receive rate prescribed for craft performing

operational. Page 29 of the agreement is incidental.

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CSA 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 formal

process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

END OF GENERAL DECISION"

G. Executive Session

*Item #4 Reports,
Announcements, or
Requests from
Councilmembers*

H. Adjourn