

THIS FORM MUST BE INCLUDED WITH RFP PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH RFP PACKAGE AND SIGN BELOW TO CONFIRM SUBMITTAL OF EACH REQUIRED ITEM.

***ITB 2022-009
"Self Help Center Home Reconstruction Program –
TDHCA Contract No. 7220013"***

Three (3) Bid Forms Signed & Dated (One Bid Form Per Location)

Bidder Information Form

TDHCA – Section 3 Business Certification form

Federal Labor Standards Provisions

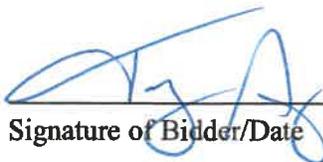
Conflict of Interest form (Form CIQ)

Certification regarding Debarment (Form H2048)

Certification regarding Federal lobbying (Form 2049)

Proof of No Delinquent Tax Owed to Webb County

Purchasing Ethics Affidavit Form



Signature of Bidder/Date

Laredo Project

| | Delight (104 E. Maria Elena, Laredo TX) | Elstion (337 Pinzon Road, Laredo, TX) | Glory (118 E. Mendoza St. Pueblo Nuevo, TX) | Misc. | Total |
|---|---|--|--|----------|-------------|
| Delivery & Set | \$6,035.00 | \$6,035.00 | \$6,035.00 | \$300.00 | |
| Demolition | \$6,500.00 | \$6,500.00 | \$3,800.00 | | |
| Base Pad | \$3,000.00 | \$3,000.00 | \$3,000.00 | | |
| Utility Connection & re-routin | \$6,000.00 | \$6,000.00 | \$6,000.00 | | |
| Home price + add ons | \$73,900.00 | \$75,900.00 | \$78,900.00 | | |
| Total | \$95,435.00 | \$97,435.00 | \$97,735.00 | \$300.00 | \$290905.00 |

TxCDBG Housing Rehabilitation Work Write-up and Cost Estimate Worksheet

| | | | |
|----------------------|---------------------|-----------------------------|---------|
| Applicant/Homeowner: | Dionicio Fernandez | County: | Webb |
| Property Address: | 104 E. Maria Elena | CSHC Contract # | 7220013 |
| | Laredo, Texas 78043 | Date of Initial Inspection: | |
| Colonia: | Pueblo Nuevo | Date of Work Write-Up: | |

General Specifications and Requirements for all Housing Rehabilitation Contracts:

1. All products and materials shall be new in unopened containers and/or packaging.
2. The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least once each week, and leave the property in broom clean condition. In occupied dwellings, debris shall be removed from living quarters daily.
3. Installation of all products and materials shall be according to the manufacturer's instructions.
4. "Install" means to purchase, deliver, set up, test and warrant a new component.
5. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant.
6. "Repair" means to return a building component to like new condition through replacement of parts, adjustment and recoating of parts.
7. "Reinstall" means to remove, clean, store and install a component.
8. Items identified as required for locally adopted housing standards (Housing Quality Standards, code or other applicable standard as detailed in Program Guidelines) must be performed/installed prior to final payment.
9. A detailed list of work items identified by location (i.e. North, South, East, or West sides) or room shall be included.
10. Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.
11. New materials shall be matched with existing materials so that patching work is consistent with surrounding surfaces.
12. All Change Orders must be approved by TDHCA prior to changed or additional work is performed.
13. Any additional cost due to product or material upgrades is solely the contractor's expense unless authorized by the Contract Administrator and approved by TDHCA.
14. The contractor shall not enter into separate side agreements with the homeowner (or anyone else) to do additional work outside of the Work Write-up or in exchange for work on the Work Write-up.
15. Payment requests shall be based on satisfactory completion of individual or groups of spec items, verified by the Contract Administrator.
16. The contractor is responsible for, and shall verify all field dimensions, sizes, quantities, square footages, linear footages, etc. before ordering materials, products or supplies. Quantities, square footages, linear footages, etc. listed on the Work Write-up are for the convenience of the contractor. TDHCA and the Contract Administrator neither make nor imply any guarantee for the accuracy of these numbers.
17. All electrical work must meet the National Electrical Code adopted by the city or by the state for counties and be completed by a state licensed electrician.
18. All plumbing work must meet the International Plumbing Code adopted by the city or by the state for counties and be completed by a state licensed plumber.
19. On-site portable toilets and dumpsters (or other means of debris removal) shall be provided by the contractor.
20. If digging is required for building a ramp, the contractor is responsible for utilities located prior to breaking ground.
21. Contractor is responsible to comply with all applicable permitting requirements.
22. Contractor is responsible for ensuring that new work does not violate or encroach on property lines, setbacks or easements.
23. Contractor is responsible for complying with EPA and / or HUD lead-based paint rules.
24. Each Specification must be bid separately. Lump sum bids are not accepted.

| BID ITEM | SPEC DESCRIPTION | UNIT | PRICE |
|----------------------------------|--|------|--------|
| Site Work | | | |
| Demo and removal of existing MHU | Contractor shall, following legal options open to licensed MHU Vendors, Dispose of the existing, dilapidated mobile home by removing it from the lot or demolish on-site, recycling components where possible, and properly dispose of existing deficient MH in a dumpster or legal landfill | 1 | |
| Building Permits | Contractor is responsible for obtaining all required state permanent installation permits from the Manufactured Housing Division of TDHCA and local permits for connections to water and wastewater. | 1 | |
| Hazard Insurance | Contractor will provide a price quote for a 1 Full Year of Hazard Insurance starting on the 1st day the home owner inhabits the MHU. | 1 | |
| | | | \$0.00 |
| MHU | | | |

**TxCDBG Housing Rehabilitation
Work Write-up and Cost Estimate Worksheet**

| | | | |
|----------------------|--------------------------------------|-----------------------------|---------|
| Applicant/Homeowner: | Gloria Martinez | County: | Webb |
| Property Address: | 337 Pinzon Rd Laredo, Texas 78043 | CSHC Contract #: | 7220013 |
| Colonia: | Ranchitos 359 | Date of Initial Inspection: | |
| | | Date of Work Write-Up: | |

General Specifications and Requirements for all Housing Rehabilitation Contracts:

1. All products and materials shall be new in unopened containers and/or packaging.
2. The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least once each week, and leave the property in broom clean condition. In occupied dwellings, debris shall be removed from living quarters daily.
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|----------------------------------|--|------|-------|
| Site Work | | | |
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| Building Permits | Contractor is responsible for obtaining all required state permanent installation permits from the Manufactured Housing Division of TDHCA and local permits for connections to water and wastewater. | 1 | |

**TxCDBG Housing Rehabilitation
Work Write-up and Cost Estimate Worksheet**

| | | | | |
|---|--|---|-------------|--|
| Hazard Insurance | Contractor will provide a price quote for a 1 Full Year of Hazard Insurance starting on the 1st day the home owner inhabits the MHU. | 1 | | |
| MHU | | | | |
| Mobile Home Unit 2 Bed 2 Bath Single wide | Install a minimum 820 SF, 2 bedroom, 2 bath, HUD-approved MHU, such as a Tru Home "Delight" or approved equivalent, on property. MHU shall have smart siding exterior siding and asphalt shingle roof; full appliances, not including clothes washer/dryer. MHU installation to include HVAC, concrete or fiberglass steps with handrail at front and a minimum of wooden steps at rear entrance. Grade lot and add fill, as necessary, for adequate pad; set and secure new MHU according to TDHCA-MH requirements; ensure home is plumb and level. Install vented skirting. Ensure main panel box and service lines meet 2017 NEC. Reattach MHU to water, sewer and electricity. | 1 | | |
| Mobile Home Unit 3 Bed 2 Bath Single wide | Install a minimum 1039 SF, 3 bedroom, 2 bath, HUD-approved MHU, such as a Tru Home "Glory" or approved equivalent, on property. MHU shall have smart siding exterior siding and asphalt shingle roof; full appliances, not including clothes washer/dryer. MHU installation to include HVAC, concrete or fiberglass steps with handrail at front and a minimum of wooden steps at rear entrance. Grade lot and add fill, as necessary, for adequate pad; set and secure new MHU according to TDHCA-MH requirements; ensure home is plumb and level. Install vented skirting. Ensure main panel box and service lines meet 2017 NEC. Reattach MHU to water, sewer and electricity. | 1 | | |
| Mobile Home Unit 3 Bed 2 Bath Double wide | Install a minimum 1159 SF, 3 bedroom, 2 bath, HUD-approved MHU, such as a Tru Home "Excitement" or approved equivalent, on property. MHU shall have smart siding exterior siding and asphalt shingle roof; full appliances, not including clothes washer/dryer. MHU installation to include HVAC, concrete or fiberglass steps with handrail at front and a minimum of wooden steps at rear entrance. Grade lot and add fill, as necessary, for adequate pad; set and secure new MHU according to TDHCA-MH requirements; ensure home is plumb and level. Install vented skirting. Ensure main panel box and service lines meet 2017 NEC. Reattach MHU to water, sewer and electricity. | 1 | \$97,435.00 | |

I (We) being legally, herewith submit these bids, and if awarded this work, fully agree to enter into Contract with the OWNER and to complete all work in accordance with the terms, conditions and requirements of the Contract Documents.

Respectfully Submitted,

Tony Alvarez / CMH Homes Inc.
Legal (print or typed) Name of Bidder

[Signature] G.M.
Signature and Title

3/28/22
Date

TxCDBG Housing Rehabilitation Work Write-up and Cost Estimate Worksheet

| | | | |
|----------------------|---------------------|-----------------------------|---------|
| Applicant/Homeowner: | Javier Davila | County: | Webb |
| Property Address: | 118 E. Mendoza St. | CSHC Contract #: | 7220013 |
| | Laredo, Texas 78043 | Date of Initial Inspection: | |
| Colonia: | Pueblo Nuevo | Date of Work Write-Up: | |

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**TxCDBG Housing Rehabilitation
Work Write-up and Cost Estimate Worksheet**

| | | | | | | | |
|---|--|---|--|-------------|--|--|--|
| Hazard Insurance | Contractor will provide a price quote for a 1 Full Year of Hazard Insurance starting on the 1st day the home owner inhabits the MHU. | 1 | | | | | |
| MHU | | | | | | | |
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| | | | | \$97,735.00 | | | |

I (We) being legally, herewith submit these bids, and if awarded this work, fully agree to enter into Contract with the OWNER and to complete all work in accordance with the terms, conditions and requirements of the Contract Documents.

Respectfully Submitted,

Tom Arava / CMH Homes Inc.
Legal (print or typed) Name of Bidder

[Signature]
Signature and Title

3/28/22
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

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.

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

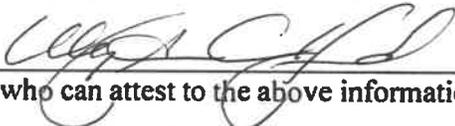
No

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name Tony Arauzo owes no delinquent property taxes to Webb County.

Clayton Homes/CMH, Inc owes no property taxes as a business in Webb County.
(Business Name)

_____ owes no property taxes as a resident of Webb County.
(Business Owner)


Person who can attest to the above information

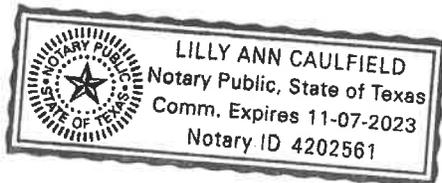
*** SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas
County of Webb

Before me, a Notary Public, on this day personally appeared Lilly Ann Caulfield, know to me (or proved to me on the oath of Tony Arauzo to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 28 day of March 2022

Notary Public, State of Texas



Lilly Ann Caulfield

(Print name of Notary Public here)

My commission expires the 7 day of Nov 2023

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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.

OFFICE USE ONLY

Date Received

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

Clayton Homes 147

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

3-28-22
Date

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
 No

| Name of Contractor/Potential Contractor | Vendor ID No. or Social Security No. | Program No. |
|---|--------------------------------------|-------------|
| Clayton Homes | 162-1225153-8 | 7220013 |

| Name of Authorized Representative | Title |
|-----------------------------------|-----------------|
| Tony Arauto | General Manager |


Signature - Authorized Representative

3/28/22
Date

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

| Name of Contractor | Vendor ID No. or Social Security No. | Program No. |
|--------------------|--------------------------------------|-------------|
| Clayton Homes | 1-62 122 5153 - 8 | 722 0013 |


Signature of Authorized Representative

3-28-22
Date

Tony Aranzo General Manager
Printed/Typed Name and Title of Authorized Representative

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

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

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. 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 any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
- No

| Name of Contractor/Potential Contractor | Vendor ID No. or Social Security No. | Program No. |
|---|--------------------------------------|-------------|
| Clayton Homes | 1-621225153 | 7220013 |

| Name of Authorized Representative | Title |
|-----------------------------------|-----------------|
| Tony Aranzo | General Manager |


Signature - Authorized Representative

3-28-22
Date

**WEBB COUNTY PURCHASING DEPT.
QUALIFIED PARTICIPATING VENDOR CODE OF ETHICS
AFFIDAVIT FORM**

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB *

BEFORE ME the undersigned Notary Public, appeared Lilly Caulfield
the herein-named "Affiant", who is a resident of Bexar County, State
of Texas and upon his/her respective oath, either individually and/or behalf of their
respective company/entity, do hereby state that I have personal knowledge of the following facts,
statements, matters, and/or other matters set forth herein are true and correct to the best of my
knowledge.

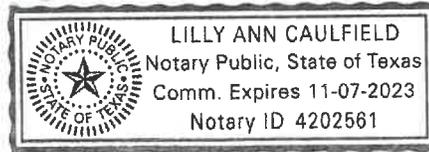
*I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby
confirm that I have reviewed and agree to fully comply with all the terms, duties, ethical policy
obligations and/or conditions as required to be a qualified participating vendor with Webb
County, Texas as set forth in the Webb County Purchasing Code of Ethics Policy posted at the
following address: <http://www.webbcountytexas.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf>*

*I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby
further acknowledge, agree and understand that as a participating vendor with Webb County,
Texas on any active solicitation/proposal/qualification that I and/or my company/entity failure to
comply with the Code of Ethics policy may result in my and/or my company/entity disqualification,
debarment or make void my contract awarded to me, my company/entity by Webb County. I agree
to communicate with the Purchasing Agent or his designees should I have questions or concerns
regarding this policy to ensure full compliance by contacting the Webb County Purchasing Dept.
via telephone at (956) 523-4125 or e-mail to the Webb County Purchasing Agent to
joel@webbcountytexas.gov.*

Executed and dated this 28 day of March, 2022

[Signature]
Signature of Affiant

Tom Arasco / Clayton Homes.
Printed Name of Affiant Company/Entity



SWORN to and subscribed before me, this 28 day March, 2022

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

Article _____. *Workers' Compensation Insurance Coverage.*

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. *The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.*

C. *The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*

D. *If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*

E. *The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.