



COMPETITIVE SEALED PROPOSAL NO. 25-4090-01

BURNET COUNTY ANNEX RENOVATION/EXPANSION

**PRE-SUBMITTAL CONFERENCE: OCTOBER 08, 2024, 10:00
AM CST**

DEADLINE FOR QUESTIONS: OCTOBER 16, 2024, 12:00 PM

CSP DUE DATE AND TIME: OCTOBER 29, 2024, 2:00 PM CST

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Burnet County, including affiliations and business and financial relationships such persons may have with Burnet County officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the law are available at: <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH BURNET COUNTY, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THE LAW.

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1. Standard Form of Agreement between Owner and Contractor.
2. All completed required forms: Proposal Form, Form of Business/Affidavit, Safety Record Questionnaire, Felony Conviction Form, Conflict of Interest Questionnaire, Resolution of Contractor, House Bill 89 Verification, Notice of No Conflicts, Errors, Ambiguities, or Discrepancies, TGC 2252.152 Certification Form, Affirmation Form, Non-Collusion/Anti-Trust Affidavit, GC 2274 Certification Form, Tax Record and Family Code Requirements, Certificate of Eligibility, SAM Verification, Burnet County Historically Underutilized Business/DBE Form, Form 1295, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Reservation of Rights, Compliance of Laws and Regulations Form, Byrd Anti-Lobbying Certification Form, W-9, Performance and Payment Bonds (Example Forms), Affidavit of Insurance (with attached Certificates of Insurance), and Prevailing Wage Rates.
3. Performance and Payment Bonds.
4. General Conditions of the Contract and Attachment A – Compliance with State Law, Federal Law, Regulations, and Executive Orders Form.
5. Supplemental Conditions, if any.
6. Competitive Sealed Proposal 25-4090-01, Contractor's Response, and all Addenda issued prior to the effective date of this agreement.
7. Plans and drawings prepared by Levy Dykema and sealed on August 7, 2024.
8. U. S. Department of Labor Prevailing Wage Rates for Burnet County.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached thereto: All written Change Orders or Change Directives pursuant to Article 3.3 of the General Conditions.

INVITATION TO SUBMIT PROPOSALS

GENERAL NOTICE

Burnet County, Texas is requesting Competitive Sealed Proposals (CSP) for the Construction of the following project:

Burnet County Annex Renovation/Expansion

PROJECT DESCRIPTION

Burnet County has received funds from the United States Department of the Treasury (the "Treasury") pursuant to the Coronavirus State and Local Fiscal Recovery Fund under CFDA 21.027 ("ARPA Funds"), under Section 602 and 603 of Title VI the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") (Subtitle M of Title IX of Public Law 117-2); and Burnet County has allocated ARPA Funds to provide funding for appropriate and qualifying expenditures as allowed under the Treasury Guidance Interim Final Rule "Coronavirus State and Local Fiscal Recovery Funds".

Burnet County Annex Renovation/Expansion is a Burnet County, ARPA funded, construction project. The Burnet County Annex Renovation/Expansion is to include renovations to an existing building per the attached architectural drawings and specifications.

Proposals shall be delivered to the Burnet County Purchasing Office no later than 2:00 PM Central Standard Time (CST) on OCTOBER 29, 2024. Proposals will be publicly opened and read aloud at this time. Proposals must be clearly marked **BURNET COUNTY ANNEX RENOVATION/EXPANSION** and addressed to:

Karin Smith, Purchasing Agent
Burnet County Purchasing Office
133 E. Jackson St.
Burnet, TX 78611

A Pre-Submittal Conference will be held next door to the site. Burnet County Annex, 133 E. Jackson St., Burnet, Texas 78611, at 10:00 AM (CST) on OCTOBER 08, 2024.

Attendance at the Pre-Submittal Conference may be the only opportunity for Offerors to see the existing conditions of the site prior to Proposal due date.

A complete set of (CSP) Documents may be accessed via the Burnet County online bidding system (<https://www.burnetcountytexas.org/page/auditor.bids>).

Burnet County reserves the right, in its sole judgement and discretion, to accept or reject any or all Proposals and to waive minor technicalities, errors, informalities and irregularities in the best interest of the County.

**REQUIREMENTS FOR
OFFERORS CONTRACT
FORMS CONDITIONS OF THE
CONTRACT**

INSTRUCTIONS TO OFFERORS

(COMPETITIVE SEALED PROPOSALS)

1. Overview of Competitive Sealed Proposal Process.

In accordance with the provisions of the Texas Government Code, Section 2269, Burnet County is requesting Competitive Sealed Proposals (CSP) to undertake a construction project for the renovation/expansion of an already existing Burnet County Annex. The objective of the CSP process is to competitively procure goods and services with the firm whose Proposal provides the best value for the Owner (Burnet County). Proposals will be received, publicly opened, and the names and monetary Proposals of Offerors read aloud. Subsequently, the Proposals will be ranked according to the criteria described in this CSP Document. Both cost and non-cost factors will be evaluated and scored.

Burnet County may enter into contract negotiations with the highest ranked firm for the completion of the Work. If the negotiations with the highest ranked firm are unsuccessful, Burnet County will formally close negotiations with this firm and initiate contract negotiations with the next highest ranked firm. Upon Standard Form of Agreement between both parties, a Contractor-executed Agreement may be recommended for approval to the Burnet County Commissioners Court, as applicable. Upon approval, the Contract will be executed by Burnet County.

2. Defined Terms.

2.1. Definitions for the following terms used in these Instructions do not replace definitions for similar terms that may be contained within other sections of the Contract Documents.

2.2 Certain additional terms used in these Instructions to Offerors have the meanings indicated below and are applicable to both the singular and plural thereof.

2.2.1. Addendum or Addenda – Additions, deletions, and/or changes to any part of the CSP issued in writing by the Owner prior to Proposal due date and time.

2.2.2. Apparent Best Value Offeror – The Offering Firm whose Proposal for completion of the Work provides the best value for the Owner as defined by the ranking detailed in Articles 8 and 11 of Instructions to Offerors.

2.2.3. Commissioners Court – The governing body of Burnet County, Texas.

2.2.4. Contract Negotiations – Discussions which take place between the Owner and the Apparent Best Value Offeror in an effort to reach Standard Form of Agreement on contract scope of work, price, time, and other contractual requirements.

2.2.5. Contractor – Means the individual, firm, corporation, or other business entity identified as such in the Agreement, including its successors and its authorized representatives, with whom Owner has entered into the Contract for performance of the Work. The Contractor may also be referred to as “Offeror” in the Contract Documents, both of which will be understood to mean the “Contractor” as identified in the Agreement.

2.2.6. CSP Document – Abbreviation of the Competitive Sealed Proposals Document, the document used to request Competitive Sealed Proposals for the procurement of goods and services as authorized under Government Code Chapter 2269, Subchapter D.

2.2.7. Issuing Office – The location from which the CSP Documents are issued. For this project the issuing office is the Burnet County Purchasing Office, 133 E. Jackson Burnet, Texas 78611.

2.2.8. Offeror, Offering Firm – Firm which responds to a CSP by submitting a Proposal directly to Owner. Offeror and Offering Firm shall have the same meaning in the Instructions to Offerors.

2.2.9. Owner – Burnet County, Texas, (the “County” or the “Owner”), a political subdivision of the State of Texas.

2.2.10. Proposal – Offeror’s submittal which conforms to the requirements set forth in this CSP.

2.2.11. Proposal Form – As detailed in the requirements of this CSP, contains lump sum pricing for the total cost of the Work. Proposal Form may include additional forms supplied by Offeror and/or the Owner that relate to the Offeror’s proposed cost for completing the Work.

2.2.12. Statement of Qualifications (SOQ) – Offeror submitted documents which describe the Offering Firm’s qualifications for performing the Work. Requirements for the Statement of Qualifications (SOQ) are set forth in the Instructions to Offerors (this CSP).

2.2.13. Subcontractor – An individual, firm, corporation, or other business entity having a direct contract with the Contractor for the performance of a portion of the Work under the Contract. A Subcontractor includes a supplier of tools, equipment, or materials as well as an individual or entity renting tools or equipment to the Contractor. For purposes of this Contract, unless designated otherwise, the term “Subcontractor” shall include all Sub-Subcontractors and Suppliers in contractual privity to the Subcontractor.

2.2.14. Successful Offeror – The Firm who has completed negotiations with the Owner and, following any approval by the Commissioners Court, is selected to enter into a Contract with the Owner to complete the Work.

2.2.15. Supplier – An individual or entity having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment or products, or services to be incorporated in the Work by Contractor or any Subcontractor.

3. Schedule.

<u>EVENT</u>	<u>LOCATION</u>	<u>DATE</u>	<u>TIME</u>
CSP Documents Posted on Website	Burnet County Purchasing Office	September 23, 2024	N/A
Pre-Submittal Conference	Next to site, 133 E. Jackson St., Burnet, TX 78611	October 08, 2024	10:00 AM
Deadline for Questions	Submit questions through cdalrymple@burnetcountytexas.org	October 16, 2024	12:00 PM
CSP Due/Open Date	Burnet County Purchasing, 133 E. Jackson St., Burnet, Texas 78611	October 29, 2024	2:00 PM

All time noted within this document is Central Standard Time (CST).

If your firm would be interested in submitting qualifications for this project, you may submit electronically to bids@burnetcountytexas.org, if submitting by hard copy, please two (2) complete sets of all bid documents (original and one (1) copy) sealed and marked:

Bid #25-4090-01 Burnet County Annex Renovation/Expansion and mailed to:

Burnet County Purchasing Office
Karin Smith, Purchasing Agent
133 E. Jackson St.
Burnet, Texas 78611

CSP Submittals in hard copy format must be plainly marked on the outside of the sealed envelope as follows: 25-4090-01 BURNET COUNTY ANNEX RENOVATION/EXPANSION, DUE 2:00 PM (CST), OCTOBER 29, 2024.

Note that all required sealed submittals must be received and date-stamped in the Burnet County Purchasing Office by the deadline dates and times shown. Submittals will not be accepted via e-mail or fax or delivered to any other County office. Submittals received after the deadlines indicated will not be considered for the award of the Contract and shall be considered void and unacceptable in accordance with state law.

Proposals submitted constitute an offer for a period of ninety (90) calendar days or until selection is made by Burnet County. If Burnet County has not made a selection within ninety (90) days after CSP responses are received, respondents may withdraw their proposal without prejudice.

4. Competitive Sealed Proposal Documents/Copies.

4.1. This Request for Competitive Sealed Proposals (CSP) consists of the following documents:

- 4.1.1. Invitation to Submit Proposals
- 4.1.2. Instructions to Offerors
- 4.1.3. Proposal Form
- 4.1.4. Statement of Qualifications
- 4.1.5. All Contract Documents referenced in this CSP
- 4.1.6. Addenda to this CSP issued by the Burnet County Purchasing Office
- 4.1.7. All completed required forms (Proposal Form, Form of Business/Affidavit, Safety Record Questionnaire, Felony Conviction Form, Conflict of Interest Questionnaire, Resolution of Contractor, House Bill 89 Verification, Notice of No Conflicts, Errors, Ambiguities, or Discrepancies, TGC 2252.152 Certification Form, Affirmation Form, Non-Collusion/Anti-Trust Affidavit, GC 2274 Certification Form, Tax Record and Family Code Requirements, Certificate of Eligibility, SAM Verification, Burnet County Historically Underutilized Business/DBE Form, Form 1295, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Reservation of Rights, Compliance of Laws and Regulations Form, Byrd Anti-Lobbying Certification Form, W-9, Offeror's Security Bond, Performance and Payment Bonds, Affidavit of Insurance, Prevailing Wage Rates);
- 4.1.8. Plans and Specifications; and
- 4.1.9. Proposal Security (Offeror's Bond)

4.2. A complete set of CSP Documents may be accessed at the Burnet County website <https://www.burnetcountytexas.org/page/auditor.bids>.

4.3. Complete sets of CSP Documents must be used in preparing Proposals; neither Owner nor Principal Architect/Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of CSP Documents.

4.4. Owner and Principal Architect/Engineer, in making copies of CSP Documents available on the above terms, do so only for the purpose of obtaining Proposals for the Work and do not confer a license or grant for any other use.

5. Competitive Sealed Proposal Process\Questions

5.1. Burnet County designates the following person as its representative and Point-of-Contact for this solicitation. Offerors shall restrict all contact with the County and direct all questions regarding this solicitation, including questions regarding terms and conditions in writing no later than 12:00 PM (CST) on October 16, 2024, to the Point-of-Contact person shown below. CSP is due on the date and time shown in the schedule on page three (3) at the Burnet County Purchasing Office.

Burnet County Purchasing
Cindy Dalrymple, Purchasing Dept.
133 E. Jackson St.
Burnet, Texas 78611
e-mail: cdalrymple@burnetcountytexas.org

5.2. All inquiries will result in written responses with copies posted to <https://www.burnetcountytexas.org/page/Purchasing.bids>.

5.3. Upon issuance of this CSP, beside written inquiries as described above, Offerors are prohibited from communicating with elected officials, department heads, or other employees and representatives of Burnet County regarding this solicitation. Elected Officials, department heads, or other employees will not answer questions or otherwise discuss the contents of this CSP with any potential Offeror or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this proposal.

5.4. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda and posted on the Burnet County online bidding website, <https://www.burnetcountytexas.org/page/auditor.bids>.

6. Pre-Submittal Conference.

6.1. A Pre-Submittal Conference will be conducted at Burnet County Site, 3150 IH 35 S the, New Braunfels, Texas, at 10:00 AM (CST) on September 29, 2024. Representatives of Owner and Principal Architect/Engineer will be present to discuss the project.

6.2. All questions about the meaning or intent of the Competitive Sealed Proposal and Contract Documents are to be directed to the Burnet County Purchasing Office in writing. The Burnet County Purchasing Office will address all questions as Owner considers necessary in response to inquiries arising at the conference through written Addenda and posted on the Burnet County bidding website: <https://www.burnetcountytexas.org/page/auditor.bids>. **Oral statements during the Pre-Submittal Conference may not be relied upon and will not be binding or legally effective.**

8. Basis for Ranking of Proposals.

8.1. Acceptance of Evaluation Methodology: By submitting a Proposal in response to this CSP, the Offeror accepts the evaluation process and acknowledges and accepts that determination of “best value” Offeror will require subjective judgements by the Owner.

8.1.1. The Owner reserves the right to consider any Proposal “non-responsive” if the Cost of Work is determined to be unreasonable or irresponsible in relation to the other submitted Proposals and/or the Owner’s estimate of the construction cost.

8.2. The following are mandatory requirements of the Offeror as demonstrated through this submittal:

- 8.2.1. Documentation of authority to conduct business in Texas
- 8.2.2. Financial stability as required in Section 8.2.4 and Offeror’s financial statements
- 8.2.3. Demonstration of bonding capacity to meet the requirements of this project
- 8.2.4. Compliance with Family Code and Tax Record Requirements
- 8.2.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Failure to submit these mandatory requirements will result in disqualification of Offer’s proposal.

8.3. The Owner will consider the qualifications (Statement of Qualifications) of the Offerors and their respective proposed Contract Price (Proposal Form) when evaluating Proposals to determine which Offeror, in the sole opinion of the Owner, will provide the best value to the Owner. All procurements shall conform to Chapter 2269 of the State of Texas Government Code. The Proposals will be evaluated using the following criteria and weighting:

8.3.1. Proposed Contract Amount: The Offeror’s Proposed Cost of Performing the Work shall be indicated as the “Contract Amount” (as indicated on the Proposal Form and General Conditions).

The Owner will evaluate the Total Proposal Price that the Owner can award with its available budget at the time Contract is negotiated. Attach the Proposal Form and all information/documents required to be submitted with the Proposal as Tab 1 of Response.

8.3.2. Experience/Past Performance of Offeror with Similar Projects: Provide general information about the Organization as required in Tables 1 and 2, Statement of Qualifications (SOQ) Form. Provide any additional information as required by the Construction Experience section of Table 2, including demonstration of successful safety history as reported on Table 2, items 8, 9, 13, and 14. HB 679 prohibits the use of workers’ compensation insurance experience modifier values in soliciting and awarding public construction contracts, Therefore, EMR ratings will not be considered. Describe the Organizational structure and the qualifications of the management team as it relates to this Project on the appropriate Table. Provide a narrative format as described in Table 4, describe Offeror’s experience as a general contractor and describe the Organization’s operating philosophy and approach to constructing, completing, and commissioning projects. Provide a list of projects completed by the Organization in the last five (5) years using Table 4. This narrative is not to exceed one (1) page in length.

Offeror must demonstrate experience in the construction of projects of similar construction cost and/or techniques, including governmental projects, and describe how they intend to provide the needed experience and expertise. If Offeror does not have

specific experience with projects of this type and magnitude, the Offeror may describe its proposed approach and how its experience with other projects enhances its capability to successfully complete this Project.

Offeror may submit photographs, project descriptive narratives, letters of recommendation, project awards, and references to demonstrate experience in constructing a project which meets the Owner's expectations for a quality Project constructed on time.

Provide information to demonstrate the ability of the Organization to complete projects within budget and on time. Comments may be added to the budget and time tabulations to indicate any reasons for amending the contract amounts or completion dates.

Provide narrative information to indicate the number of projects and dollar volume currently under contract by the Organization and the projected completion date of each active project. Describe how the resources dedicated to these existing assignments will impact Offeror's ability to effectively execute the construction of this Project. Provide an estimate of the amount of the Project that will be done using in-house resources and the amount to be performed by Subcontractors and Suppliers. This narrative is not to exceed five (5) pages in length. Submit as Tab 2 of Response.

8.3.3. Experience and Qualifications of Proposed Key Personnel with Similar Projects: Provide information on the managerial structure and the key personnel that will be actively working on this Project in Tables 6 through 8. Key personnel include the Project Manager, Project Superintendent, Safety Manager, Quality Control Manager, and administrative support staff. If more than one of these key roles is to be filled by one individual, provide this with the list of proposed individuals. The Offeror is to provide a list of individuals from which the individual for any given position may be selected if the Offeror is not able to commit to one individual for the Project at the time the Proposal is submitted. Qualifications of these individuals will be considered in evaluating the qualifications of the Offeror. The Proposal must offer to commit the services of the proposed key personnel for the life of the Project as a condition of qualification. Failure to offer to commit the proposed key Personnel may result in the disqualification of the Offeror and may void the award of the Contract. Submit as Tab 3 of Response.

8.3.4. Financial Management (Stability): The County will consider the Offeror's corporate history and financial stability including the historical stability, corporate structure, firm's ability to acquire and maintain bonds and insurance, history of debarment by public entities, and any information of liquidated damages that have previously been withheld by public owner clients in the last five (5) years.

Provide the past two (2) years of financial statements, preferably audited, with this Proposal. Provide financial statements showing the name and address of the firm preparing the financial statements and the date of preparation. Offerors may choose to report on the financial stability of their Organization to demonstrate that they have the ability to complete the Project in a manner that will not impose undue efforts on the part of the Owner to invoke rights under bonds to complete the Project or for Offeror to meet financial obligations. Describe the Offeror's systems and philosophy for financial management of the Project. Describe Offeror's systems and philosophy for contracting with Subcontractors and Suppliers and managing payments and retainage. Provide other information if desired to demonstrate solid financial management practices that will enhance completion of the Project. This narrative is not to exceed two (2) pages in length. Submit as Tab 4 of Response.

Provide a list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

Include a list of bank references, including contact name and title, address, and phone of contact person.

This is a Pass or Fail. Any Offeror receiving a score of “Fail”, will be automatically disqualified.

8.3.5. Other Factors: The Owner will consider other factors in evaluating Proposals, including the following (narratives for this Section shall not exceed five (5) pages total in length):

8.3.5.1. Claims Experience and Litigation History: List all claims, including but not limited to pre-suit notice or litigation involving construction project owners and or sub-contractors that have been filed within the last five (5) years, whether or not still outstanding. Provide a brief description of the nature of each claim/suit and, if not already resolved, when it is anticipated that the suit will be resolved. Submit as Tab 5 of Response.

8.4. Table of criteria and weighting for the ranking of Offeror’s Proposals.

Rating Category	Description	Weighting Points
8.4.1	Proposed Contract Amount (8.3.1) · Points will be assigned by formula.	40
8.4.2	Experience/Past Performance of Offeror on Similar Projects to Maintain Project Budget and Schedule. (8.3.2) · Organizational structure, qualifications, operating philosophy and approach to constructing, completing, and commissioning projects (up to 5 Points). · Demonstrated Experience in the construction of projects similar construction cost (up to 10 Points). · Demonstrated Experience to complete projects within budget and on time (up to 10 Points). · Completed Projects within last 5 years (up to 5 Points). · Resources dedicated to this project (up to 5 Points).	35
8.4.3	Experience/Past Performance with Burnet County or any Governmental Agency. (8.3.2) · One governmental project of similar scope and construction cost (up to 2 Points). · More than one governmental project of similar scope and construction Cost may be given up to 5 Points.	5
8.4.4	Experience and Qualifications of Proposed Key Personnel with Similar Renovation Projects (8.3.3) · Managerial Structure (up to 10 Points). · Key Personnel (up to 10 Points).	20
Total		100

9. Proposal Form.

- 9.1. A Proposal Form is included with the CSP Documents.
- 9.2. All blanks on the Proposal Form must be completed in ink, by hand, or electronically printed.
- 9.3. The Proposal price shall include such amount as the Offeror deems proper for the Cost of the Work.

10. Offering Firm’s Statement of Qualifications (SOQ).

10.1. SOQs shall not exceed twenty (25) pages in total, including transmittal letters and narratives, and excluding completed SOQ tables and attachments, covers and plain section dividers. SOQs shall be printed on single side 8 ½” by 11” pages with not less than 1-inch margins, not less than 1.25 line spacing and not less than 11-point font.

10.2. The SOQ must be submitted with the Proposal and include, as a minimum, the information as described in Article 8, Basis for Ranking of Proposals, and all required forms. Failure to submit the required information in the SOQ may result in the Owner considering the Proposal non-responsive and result in rejection of the Proposal by Owner. Offerors may be required to provide supplemental information if requested by the Owner to clarify, enhance, or supplement the information provided in the SOQ.

10.3. Offerors must provide requested SOQ information using the tables provided in the Statement of Qualifications Form. A copy of these tables will be made available in Microsoft Word to assist with the preparation of the SOQ. Information in these tables must be provided completely and in detail. The information in these tables will be used to make direct comparisons with the information provided by other Offerors. Failure to include the information completely and clearly may result in lower scores in the evaluations. Information that cannot be totally incorporated in the table may be included in an appendix to the table. Appendices must be clearly referenced by appendix number in the table, and the appended material must include the appendix number on every sheet of the appendix. Each appendix must include only the information that responds to the question or item number to which the appended information applies. The required tables are listed below and should be submitted as Tab 6 of the Response:

- Table 1 General Information
- Table 2 Organizational Experience
- Table 3 Organizational Structure
- Table 4 Project Experience and Resources
- Table 5 Proposed Project Manager
- Table 6 Proposed Project Superintendent
- Table 7 Proposed Administrative Support
- Table 8 Subcontractors and Suppliers

10.4. Offerors may provide supplemental information to the SOQs using AIA, AGC or other industry standard SOQ tables and/or Offerors may submit additional information such as organizational brochures or other marketing information to help demonstrate their ability to provide best value to the Owner. This information may not be submitted as a substitute for the information specifically requested in this Section, or in the SOQ tables. If this information is to be included as an appendix to the information requested in Article 10.3. (above), the appendix must specify the paragraph or section to which the appendix applies, and the paragraph or section must accurately reference the appendix.

11. Ranking of Offeror's Proposals.

11.1. The Owner will consider the qualifications (Statement of Qualifications) of the Offerors and Offeror's proposed Subcontractors, Suppliers, and consultants, in addition to the proposed cost(s) (Proposal Form) when evaluating Proposals to determine which Proposal offers the best value to the Owner. Owner will rank each of the Offeror's Proposals based on the criteria and criteria weighting described in Article 8, Basis for Ranking of Proposals.

11.2. Evaluation and ranking of the Proposals will be completed no later than the forty-fifth (45th) Calendar Day after the date of Proposal opening. Offerors are requested not to withdraw their Proposals within ninety (90) Calendar days from the date on which Proposals are opened. Proposal Security of the highest-ranking firms will be held by the Owner until contract negotiations are finalized.

11.3. In evaluating Proposals, Owner will consider the selection criteria set forth in Article 8 of these Instructions to Offerors and whether or not the Proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested by Owner. The County reserves the right to request additional post-proposal information from any or all Offerors to assist in evaluating the proposal.

11.4. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the General Conditions. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to recommendation of award.

11.5. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Offerors, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

12. Award of Contract.

12.1. It is the intent of Burnet County to award this contract to the Offering Firm whose Proposal for completion of the Work provides the best value for the Owner after consideration of the relative importance of costs and other evaluation factors described in the Basis for Ranking Proposals set forth in Article 8 of these Instructions to Offerors.

12.2. The Owner reserves the right to adopt the most advantageous interpretation of the Proposals submitted in the case of ambiguity or lack of clearness in stating Proposal Prices, to reject any or all Proposals, and/or to waive informalities.

12.3. Owner reserves the right to reject any or all Proposals, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Proposals and to reject the Proposal of any Offeror if Owner determines that an award to that Offeror would not provide the best value for the Owner, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.

12.4. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Apparent Best Value Offeror. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12.5. The qualifications of a firm shall not deprive the Owner of the right to accept a Proposal, which in its judgment offers the best value to the Owner. In addition, the Owner reserves the right to reject any Proposal where circumstances and developments have, in the opinion of the Owner, changed the qualifications or responsibility of the firm.

12.6. Material misstatements in the information submitted for evaluation may be grounds for rejection of Offeror's Proposal. Any such misstatement, if discovered after award of the contract to such firm, may be grounds for immediate termination of the contract. Additionally, the Offeror will be liable to the Owner for any costs or damages to the Owner resulting from such misstatements, including costs and attorneys' fees for collecting such costs and damages.

12.7. If the Contract is to be awarded, it will be awarded to the Apparent Best Value Offeror following successful Contract Negotiations and following any required approval by the Burnet County Commissioners Court, as applicable.

12.8. If Contract Negotiations with the Apparent Best Value Offeror are unsuccessful, The Owner will formally close Contract Negotiations with this Firm and attempt to open Contract Negotiations with the next highest-ranked firm according to the selection criteria set forth in Article 8 of these Instructions to Offerors.

12.9. If the Contract is to be awarded, Owner will notify Successful Offeror of intent to submit contract for approval by Burnet County Commissioners Court no later than forty-five (45) Calendar days after the day of the Proposal opening.

12.10. The Offeror may submit exceptions or alternatives not in accordance with the terms and conditions of the Contract Documents, or for Work that is not in strict compliance with the Contract Documents. In such event, Offeror must describe the intent and substance of the changes in the Proposal in adequate detail, so they are clearly identifiable and understandable. **Alternates will not be considered in the ranking and evaluation of the Proposals.** Upon selection of the Proposal that offers the best value to the Owner, the Owner and Principal Architect/Engineer may consider proposed alternates in negotiating a final Contract scope, time/schedule, and price.

12.11. Addenda may be issued to clarify, correct, or change the Contract Documents, prior Addenda or the related supplemental data as deemed advisable by Owner or Principal Architect/Engineer.

13. Interpretation and Addenda.

13.1. All questions about the meaning or intent of the Competitive Sealed Proposal and Contract Documents are to be directed to the Burnet County Purchasing Office in writing. Interpretations or clarifications considered necessary by Owner's Representative in response to such questions will be issued by written Addenda and posted on the Burnet County bidding system website, <https://www.burnetcountytexas.org/page/auditor.bids>.

Contact: Burnet County Purchasing Department
Cindy Dalrymple
133 E. Jackson St.
Burnet, Texas 78611
e-mail: cdalrymple@burnetcountytexas.org

13.2. To properly qualify their Proposal, each Offeror shall, prior to submitting their Proposal, check the receipt of all Addenda and acknowledge such receipt on the Proposal Form and on the acknowledgement line of the Addendum Cover page. Proposals submitted without such acknowledgment of all issued Addenda and letters of clarification may cause Proposal to be considered non-responsive. Addenda and letters of clarification shall become a part of the executed contract and modify the contract documents accordingly.

13.3. Questions received after the deadline for Questions and Inquiries may not be answered.

13.4. Only questions answered by formal written Addenda issued by the Burnet County Purchasing Office will be binding. Oral and other interpretations or clarifications will be without legal effect.

13.5. Addenda may be issued to clarify, correct, or change the Contract Documents, Addenda or the related supplemental data as deemed advisable by Owner or Principal

Architect/Engineer. Addenda may also be issued to modify the CSP Documents as deemed advisable by Owner or Principal Architect/Engineer.

13.6. Notification of addenda will be by default via the Burnet County website.

13.7. The Owner will not be responsible or liable for any failure of the Burnet County online bidding system notification to reach Offeror. Offerors are encouraged to visit the webpage where the CSP Documents are issued until the legal limit for filing addenda (48 hours prior to Proposal due date and time) has passed to ensure receipt of all addenda.

14. Confidentiality of Proposal Information.

All materials submitted to Burnet County and upon receipt by Burnet County become public property and are subject to the Texas Public Information Act, Government Code Chapter 552. If an Offeror does not desire proprietary information in the SOQ to be disclosed, each page must be identified and marked proprietary at the time of Burnet County will, to the extent provided by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available to the public upon request. Proposers shall not be permitted to mark entire Proposal as proprietary.

15. Examination of Contract Documents and Site.

15.1. It is the responsibility of each Offeror before submitting a Proposal:

15.1.1. To examine thoroughly the Contract Documents and other related data identified in the CSP Documents (including "technical data" referred to below).

15.1.2. To visit the site to become familiar with and satisfy Offeror as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

15.1.3. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

15.1.4. To study and carefully correlate Offeror's knowledge and observations with the Contract Documents and such other related data; and

15.1.5. To promptly notify the Burnet County Purchasing Office of all conflicts, errors, ambiguities, or discrepancies which Offeror has discovered in or between the CSP, Contract Documents and such other related documents.

15.2. Provisions concerning responsibilities for the adequacy of data furnished to prospective Offerors with respect to subsurface conditions and other physical conditions, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Article 6 of the Standard Form of Agreement and Article 4.2 of the General Conditions.

15.3. Before submitting a Proposal, each Offeror will be responsible for obtaining such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work, or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Offeror and safety precautions and programs incident thereto or which Offeror deems necessary to determine its Proposal for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

15.4. On request, the Burnet County Purchasing Office may provide each Offeror access to the site to conduct such examinations, investigations, explorations, tests, and studies, as each Offeror deems necessary for submission of a Proposal.

15.5. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

15.6. The submission of a Proposal will constitute an incontrovertible representation by Offeror that Offeror has complied with every requirement of this Article 15, that without exception the Proposal is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Offeror has given Owner written notice of all conflicts, errors, ambiguities and discrepancies that Offeror has discovered in the Contract Documents and the written resolutions are acceptable to Offeror, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

16. Contract Times.

The number of Calendar days within which, or the dates by which, the Work is to reach Substantial and Final Completion are set forth in Article 3 in the Standard Form of Agreement between Owner and Contractor

17. Substitutes and "Or-Equal" Items.

The Contract, if awarded, will be on the basis of goods and services described in the Drawings or specified in the Specifications with consideration for possible substitute or "or equivalent" items as provided in the Drawings. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal"/"or equivalent" item of material or equipment may be furnished or used by Contractor if acceptable to Principal Architect/Engineer and Owner, application for such acceptance may be made prior to Contract award in accordance with Texas Government Code 2269.155, as amended.

18. Subcontractors, Suppliers and Others.

18.1. If the Owner or Principal Architect/Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, Owner may, prior to award, request that Apparent Best Value Offeror submit an acceptable substitute without an increase in price.

If Apparent Best Value Offeror declines to make any such substitution, Owner may formally close contract negotiations with Offeror and enter into contract negotiations with the next most highly ranked Offeror that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for surrendering the Proposal Security of any Offeror. Any Subcontractor, Supplier, other person, or organization listed and to whom Owner does not make written objection prior to giving notice of its intent to recommend Award will be deemed acceptable to Owner, subject to revocation of such acceptance after the Effective Date of the Agreement and as provided in the General Conditions.

18.2. No Contractor shall be required to employ any Subcontractor, Supplier, other person, or organization against whom Contractor has reasonable objection.

19. Preparation of Proposals.

19.1. If your firm would be interested in submitting qualifications for this project, you may submit electronically to https://www.burnetcountytexas.org/page/auditor_bids, if submitting by hard copy, please submit two (2) complete sets of all bid documents (original and (1) copy).

19.2. An Original Proposal is the Proposal containing the Original Signature of a person authorized to sign on behalf of the Offering Firm.

19.3. If submitting by hard copy format, proposals shall be enclosed in an opaque sealed Envelope (or Package), marked with CSP No. 25-4090-01 Burnet County Annex Renovation/Expansion and name and address of Offering Firm.

19.4. Each Original Proposal submitted by an Offeror shall contain the following:

19.4.1. Offerors Statement of Qualifications (all completed Tables).

19.4.2. Completed Proposal Form.

19.4.3. All Completed Forms All completed required forms (Proposal Form, Form of Business/Affidavit, Safety Record Questionnaire, Felony Conviction Form, Conflict of Interest Questionnaire, Resolution of Contractor, House Bill 89 Verification, Notice of No Conflicts, Errors, Ambiguities, or Discrepancies, TGC 2252.152 Certification Form, Affirmation Form, Non-Collusion/Anti-Trust Affidavit, GC 2274 Certification Form, Tax Record and Family Code Requirements, Certificate of Eligibility, SAM Verification, Burnet County Historically Underutilized Business/DBE Form, Form 1295, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Reservation of Rights, Compliance of Laws and Regulations Form, Byrd Anti-Lobbying Certification Form, W-9, Offeror's Security Bond, Performance and Payment Bonds, Affidavit of Insurance, Prevailing Wage Rates);

19.4.4. Proof of authority to do business in Texas.

19.4.5. W-9 Request for Taxpayer Information

19.4.6. One (1) USB flash drive with a Completed Proposal with Original signatures, Statement of Qualifications (SOQ) and a full set of Financials.

19.4.7. Safety Record Questionnaire showing demonstration of successful Safety History; and

19.4.8. Any other Documentation required by the terms of this Competitive Sealed Proposal.

19.5. Conflict of Interest Questionnaire shall be submitted with proposal. If Offering Firm affirms that there are no Conflicts of Interest, Offeror shall indicate so by writing name of firm and "No Conflicts" on CIQ form and signing form.

19.6. Proposals submitted by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

19.7. Submitted Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

19.8. All names must be typed or printed in ink below the signature.

19.9. The Proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form).

19.10. The address and telephone number for communications regarding the Proposal must be shown.

19.11. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with the Proposal Form. State Contractor license number, if any, must also be shown.

20. Submission of Proposals.

20.1. Proposals shall be submitted at the time and place indicated in the CSP and accompanied by the Proposal Security and other required documents.

20.2. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED PROPOSAL ENCLOSED" on the face of it. Proposals not received by the time or at the location specified will be returned unopened to the Offeror.

20.3. The clock used by the Owner at the place used for receiving Proposals shall conclusively determine the time that Proposals are received.

20.4. Proposals sent by facsimile or electronic mail or delivered to any other location other than the address provided in the Invitation to Offerors will NOT be accepted.

20.5. Burnet County will not be responsible for failure of service of any delivery method chosen by Offeror.

21. Modification and Withdrawal of Proposals.

21.1. Proposals may be modified or withdrawn by a document duly executed (in the same manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted prior to the date and time for the opening of Proposals.

21.2. If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material or substantial mistake in the preparation of its Proposal, that Offeror may withdraw its Proposal. The Proposal Security may be retained by the Owner if Offeror cannot clearly demonstrate to the Owner evidence of a material or substantial mistake in its Proposal. Thereafter, that Offeror may be disqualified from responding to a reissued CSP for the Work to be furnished under these Contract Documents.

22. Opening of Proposals.

Proposals will be opened and (unless obviously non-responsive) the names and Monetary Proposals of Offering Firms read aloud at a public opening. A tabulation of the Proposals will be made available no later than the seventh day after the opening.

23. Proposals to Remain Subject to Acceptance.

All Proposals will remain subject to acceptance for ninety (90) Calendar days after the date of the opening, but Owner may, in its sole discretion, release any Proposal and return the Proposal Security prior to that date.

24. Prevailing Wage Rates.

Contractors for this Project must pay no less than the prevailing wage rates for Building Construction for Burnet County and Wage Scale for Construction pursuant to the US Department of Labor.

Davis-Bacon Act, and all Related Acts, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week and all contracts, including all tiers of contracts with sub-contractors, subject to the Copeland Act shall contain a clause, (i.e. “The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this Agreement”), requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

*Pursuant to the Department of Labor Final Rule, amending the Davis-Bacon Act (effective October 23, 2023 and all Related Acts), including any and all implementing regulations and amendments incorporated herein by reference to 29 CFR Part 1 et seq., 29 CFR Part 3 et seq., and 29 CFR Part 5 et seq., specifically, under 29 CFR 1.6(c)(2)(iii), if a contract is modified to include additional, substantial construction, alteration, and/or repair work not within the scope of work of the original contract or order, or requires the contractor to perform work for an additional time period not originally obligated, including where an agency exercises an option provision to unilaterally extend the term of a contract, or if an option to extend the term of the contract is exercised, **then the most recent version of any applicable wage determination(s) must be incorporated into the contract.***

The Contractor is responsible for flowing down the contract clauses and the applicable wage determinations to all subcontractors in all tier covered contracts, including any and all amendments and implementing regulations under Department of Labor Final Rule, amending the Davis-Bacon Act (effective October 23, 2023 and all Related Acts), including any and all implementing regulations and amendments incorporated herein by reference to 29 CFR Part 1 et seq., 29 CFR Part 3 et seq., and 29 CFR Part 5 et seq. Accordingly, Contractor must cover any unpaid wages and other liability for any subcontractor violations. The Contractor and all subcontractors may be debarred for non-compliance with these provisions and such non-compliance shall constitute a material breach of this agreement.

25. Liquidated Damages.

Provisions for liquidated damages are set forth in the Agreement.

26. Contract Security and Insurance.

Articles 5 and 6 of the General Conditions set forth Owner's requirements as to insurance and Performance and Payment Bonds. When the Successful Offeror delivers the original, hard copy executed Standard Form of Agreement to Owner, it must be accompanied by evidence of insurance and unsigned Performance and Payment Bonds in one hundred 100% of Contract Amount as required by Article 5 of the General Conditions, unless prior written approval of Contractor's evidence of insurance and unsigned Performance and Payment Bond forms has been received from the Burnet County Purchasing Office. Such evidence of insurance shall include, without limitation, all required certificates, and endorsements, evidencing all required coverages, limits of liability, additional insured status, waivers of subrogation and other insurance requirements pursuant to the Contract Documents.

27. Conflict of Interest and Disclosure of Interested Parties.

27.1 Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Burnet County, including affiliations and business and financial relationships such persons may have with Burnet County officers. A sample form is included in this CSP. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the law are available at: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH BURNET COUNTY, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE RESPONSIBLE FOR COMPLYING WITH THEM.

27.2. Texas Government Code Section 2252.908 requires persons who enter into a contract with a government entity to submit a disclosure of interested parties (Form 1295) to the government entity or state agency at the time business entity submits the signed contract to the government entity or state agency. A sample form is included in this CSP. Use the following link to access filing instructions: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Please provide a copy of the completed form with the CSP submission.

28. Taxes.

Owner is exempt from payment of sales and use taxes of the State of Texas and of cities and counties thereof, on all goods and services to be incorporated into the Work. Said taxes shall not be included in the Proposal.

28.1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of goods to be incorporated into the Work.

28.2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to goods not incorporated into the Work.

29. Verification Company Does Not Boycott Israel

Pursuant to Section 808 of the Texas Government Code, the Contractor shall be required to execute contemporaneous with its execution of the Standard Form of Agreement a verification that Contractor does not Boycott Israel and Contractor will not Boycott Israel during the term of this Standard Form of Agreement. "Boycott Israel" as used herein means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Complete Burnet County House Bill 89 Form in this CSP.

30. Signing of Standard Form of Agreement.

The Burnet County Purchasing Office will transmit to the Successful Offeror the required number of counterparts of the Standard Form of Agreement. Contractor shall deliver original, hard copies of the required number of counterparts of the Standard Form of Agreement and written Contract Documents signed by Contractor, unsigned Bond forms, and evidence of insurance as set out in Section 27 above, to the Burnet County Purchasing Office ten (10) Calendar days prior to the Burnet County Commissioners Court date for which a contract award is anticipated. Following and subject to award, the Owner shall deliver one (1) fully signed counterpart of the Standard Form of Agreement to Contractor. Within ten (10) Calendar days of Contractor's receipt of the fully executed Standard Form of Agreement, the Contractor shall deliver the original, hard copy fully executed Bonds to the Burnet County Purchasing Office.

31. Changes to Federal Requirements.

The Contractor shall at all times comply with all applicable ARPA Federal regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Final Rule [2022-00292.pdf \(govinfo.gov\)](#), including the 2023 Interim Final Rule, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

32. Contract with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

In accordance with 2 C.F.R. § 200.321 (as amended), Contractors must take all necessary affirmative steps to contract with small and minority businesses, women's business enterprises, labor surplus area firms and Burnet County businesses, when possible. Affirmative steps must include:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.*

2. *Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.*
3. *Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.*
4. *Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.*
5. *Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and*
6. *Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.*

33. Domestic Preferences for Procurements

In accordance with 2 C.F.R. § 200.322 (as amended), Contractors, to the greatest extent practicable under Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work products under this award.

For purposes of this section:

1. *"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.*
2. *"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.*

34. Procurement of Recovered Materials.

In accordance with 2 C.F.R. § 200.323 (as amended), a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, as amended, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

35. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

In accordance with 2 C.F.R. § 200.216 (as amended), Contractors are required to follow prohibition on certain telecommunications and video surveillance services. Contractors are prohibited from obligating or expending loan or grant funds to:

- 1. Procure or obtain.*
- 2. Extend or renew a contract to procure or obtain; or*
- 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889 (as amended), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).*
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).*
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.*
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.*

Contract may further reference Public Law 115–232, section 889, and 2 C.F.R. § 200.471 (as amended) for additional information and compliance requirements, hereby incorporated by reference.

36. Value Engineering

Prime contractors are encouraged to submit value engineering recommendations for changes to construction contracts where there are opportunities for cost reductions without compromising purpose or quality. Value engineering is a systematic and creative analysis of each contract item to task or ensure that its essential function is provided at the overall lower cost.

37. Protest Procedures

Protest must be filed with the Purchasing Office no later than five (5) business days after CSP tabulation has been made available. Any protest filed later than close of business on the fifth business day after CSP tabulations have been made available will be untimely and rejected. Interested parties aggrieved by a solicitation or the award of any resulting contract, may file written notice of protest to the following:

*Burnet County Purchasing Office
Procurement Protest
133 E. Jackson St.
Burnet, Texas 78611*

Or by email to bids@burnetcountytexas.org

At minimum, such protests shall include:

1. Name of protestor.
2. Solicitation/contract number and description; and
3. Statement of grounds for protest (reference specific text in solicitation, CSP or contract document that is at issue).

The decision of the Purchasing is final and is not subject to appeal.

38. Competition

Pursuant to 2 C.F.R § 200.319 (as amended), in particular, but not limited to, subparagraph (b), in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for CSPs or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business.
2. Requiring unnecessary experience and excessive bonding.
3. Noncompetitive pricing practices between firms or between affiliated companies.
4. Noncompetitive contracts to consultants that are on retainer contracts.
5. Organizational conflicts of interest.
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process. If a contractor is later discovered to have violated this term, contract is void.

TABLE 1 – GENERAL INFORMATION				
Organization Doing Business As:				
Business Address of Principle Office:				
Main Telephone Number:				
Fax Number:				
Web Site Address:				
Form of Business (check one):	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual	<input type="checkbox"/> Joint Venture
IF A CORPORATION				
Date of Incorporation:				
State of Incorporation:				
Chief Executive Manager's Name:				
President's Name:				
Vice President's Name(s):				
Secretary's Name:				
Treasurer's Name:				
IF A PARTNERSHIP				
Date of Organization:				
General or Limited Partnership:				
IF AN INDIVIDUAL				
Name:				
Business Address:				
IF A JOINT VENTURE				
Name of Lead Joint Venture Manager:				
Name of Firm:				
Joint Venture Partner Manager(s):				
Name of Firm(s):				
Individuals Not Listed Above Having Significant Business Control:				
Indicators of Organization Size:				
Current Number Full Time Employees:		Estimate of Current Year's Revenue:		
Average Number of Projects per Year:		Average Project Construction Cost:		

TABLE 2 – ORGANIZATIONAL EXPERIENCE			
Organization Doing Business As:			
Business Address of Principle Office:			
Main Telephone Number:			
Fax Number:			
Web Site Address:			
Organization Doing Business As:			
ORGANIZATIONAL HISTORY			
List of names that this organization has operated under over the history of the organization			
Names of Organization:	From Date	To Date	
List of companies, firms or organizations that own any part of the organization.			
Name of Companies, Firms or Organization:	Percent Ownership		
CONSTRUCTION EXPERIENCE			
1.	Years' experience in projects similar to the proposed project:		
	As a General Contractor:		As a Joint Venture
2.	Has this or a predecessor organization ever defaulted on a project or failed to complete any work awarded to it? If yes provide full details in a separate attachment. (Attachment #)		
3.	Has this or a predecessor organization been released from a CSP or proposal in the past ten years? If yes provide full details in a separate attachment. (Attachment #)		
4.	Has this or a predecessor organization ever been disqualification as a Bidder or Offeror by any local, state, or federal agency within the last five (5) years? If yes provide full details in a separate attachment. (Attachment #)		
5.	Is this organization currently in any litigation or contemplating litigation? If yes provide full details in a separate attachment. (Attachment #)		
6.	Has this or a predecessor organization ever had a bond canceled or forfeited? If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. (Attachment #)		
7.	Has this or a predecessor organization ever refused to construct or refused to provide materials defined in the contract documents? If yes provide full details in a separate attachment. (Attachment #)		

TABLE 2 – ORGANIZATIONAL EXPERIENCE – CONTINUED	
8.	Has your company, firm, corporation, or business implemented an Employee Health and Safety Program compliant with 29 CFR 1910 “General Industry Standards” https://www.osha.gov/laws-regs/regulations/standardnumber/1910
9.	Has your company, firm, corporation, partnership, or institution represented by the company, firm, corporation, partnership, or anyone acting in representation, received citations for violations of OSHA within the past five (5) years? If YES, please provide the following additional information: Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed. See Safety Record Questionnaire.
10.	Has your company, firm, corporation, partnership, or institution represented by the company, firm, corporation, partnership, or anyone acting in representation received citations for violations of environmental laws or regulations, of any kind or type, within the past five (5) years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgements. If YES, please provide the following additional information: Date of offense, location of where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.
11.	Has your company, firm, corporation, partnership, or institution represented by the company, firm, corporation, partnership, or anyone acting in representation ever been convicted, within the past ten (10) years of a felony offense or crime of moral turpitude? If YES, please provide the following additional information: Date of offense, location of where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.
12.	Has your company filed or been named in any litigation involving your company and the Owner on a contract within the last five (5) years under your current company name or any other company name? If so, provide details of the issues and resolution if available. Include lawsuits where Owner was involved. (Notice: Failure to disclose this information during proposal submission, and later discovered, may result in contract termination at Burnet County’s option.)
13.	Please provide a history of all OSHA actions, advisories, or other regulatory communications contractor has received on all jobs worked in any capacity, prime, or subcontractor. The history shall be for the three-year period preceding the Proposal Date of the Project.
14.	Please provide a list of all on-the-job injuries, accidents, and fatalities suffered by any present or former employees of Contractor during the same three-year period.
15.	If less than the three-year period, give the date Contractor started doing business.

TABLE 3 – ORGANIZATIONAL STRUCTURE	
Organization Doing Business As:	
PROPOSED PROJECT ORGANIZATION	
1. Provide a brief description of the managerial structure of the organization. Include the title and names of key personnel as well as experience and qualifications of the organization’s management team. Describe the individuals that are authorized to execute Contract Documents, Change Orders or receive payment for the organization. Include administrative support personnel.	

TABLE 4 – PROJECT EXPERIENCE AND RESOURCES	
Organization Doing Business As:	
PROJECTS	
<p>1. Provide a list of major projects, as well as the contract amounts that are currently underway, or have been completed within the last five (5) years. Identify those projects which specifically illustrate the organization’s capability to provide best value to the Owner for this project. Identify and describe past experience providing construction services that are most related to this project pertaining to construction and renovation of office buildings include: Project Name and Location, type of construction (new, renovation, addition), initial contract amount, final construction cost, final project size in square feet, date of contract, contractual completion date, actual completion date, assessment of liquidate damages, if any, project manager, project superintendent and photographs of the project. Provide verifiable references to include name, company name, phone number, email for the listed projects.</p>	
DIVISION OF WORK BETWEEN ORGANIZATION AND SUBCONTRACTOR	
2. What work will the organization complete using its own resources?	
3. What work does the organization propose to subcontract on this project?	

TABLE 5 – PROPOSED PROJECT MANAGER				
Organization Doing Business As:				
PRIMARY CANDIDATE				
1.	Name of Individual:			
	Years of Experience as Project Manager:			
	Years of Experience With This Organization:			
	Number of Similar Projects as Project Manager With This Organization:			
	Number of Similar Projects in Other Positions With This Organization:			
	Number of Similar Projects as Project Manager With Other Organizations:			
	Current Project Assignments:			
	Name of Assignment:		Percent of Time Used for This Project:	Estimated Project Completion Date:
2. Reference contact information (listing names indicates approval to contacting the names individuals as a reference)				
Name:		Name:		
Title/ Position:		Title/ Position:		
Organization:		Organization:		
Telephone:		Telephone:		
E-mail:		E-mail:		
Project:		Project:		
Candidate's Role on Project:		Candidate's Role on Project:		
ALTERNATE CANDIDATE				
3.	Name of Individual:			
	Years of Experience as Project Manager:			
	Years of Experience With This Organization:			
	Number of Similar Projects as Project Manager:			
	Number of Similar Projects in Other Positions:			
	Number of Similar Projects as Project Manager With Other Organizations:			
	Current Project Assignments:			
	Name of Assignment:		Percent of Time Used for This Project:	Estimated Project Completion Date:
4. Reference contact information (listing names indicates approval to contacting the names individuals as a reference)				
Name:		Name:		
Title/ Position:		Title/ Position:		
Organization:		Organization:		
Telephone:		Telephone:		
E-mail:		E-mail:		
Project:		Project:		
Candidate's Role on Project:		Candidate's Role on Project:		

TABLE 6 – PROPOSED PROJECT SUPERINTENDENT

Organization Doing Business As: _____

PRIMARY CANDIDATE

1.	Name of Individual:		
	Years of Experience as Project:		
	Years of Experience With This:		
	Number of Similar Projects as Project Superintendent:		
	Number of Similar Projects in Other:		
	Current Project Assignments:		
	Name of Assignment:	Percent of Time Used for this Project:	Estimated Project Completion Date:

2. Reference contact information (listing names indicates approval to contacting the names individuals as a reference)

Name:	Name:
Title/ Position:	Title/ Position:
Organization:	Organization:
Telephone:	Telephone:
E-mail:	E-mail:
Project:	Project:
Candidate's Role on Project:	Candidate's Role on Project:

ALTERNATE CANDIDATE

3.	Name of Individual:		
	Years of Experience as Project Superintendent:		
	Years of Experience With This Organization:		
	Number of Similar Projects as Project Superintendent:		
	Number of Similar Projects in Other:		
	Current Project Assignments:		
	Name of Assignment:	Percent of Time Used for This Project:	Estimated Project Completion Date:

4. Reference contact information (listing names indicates approval to contacting the names individuals as a reference)

Name:	Name:
Title/ Position:	Title/ Position:
Organization:	Organization:
Telephone:	Telephone:
E-mail:	E-mail:
Project:	Project:
Candidate's Role on Project:	Candidate Role on Project:

TABLE 7 – PROPOSED ADMINISTRATIVE SUPPORT				
Organization Doing Business As:				
PRIMARY CANDIDATES				
1.	Name of Individual:			
	Years of Experience as Project:			
	Years of Experience With This:			
	Number of Similar Projects as Project Superintendent:			
	Number of Similar Projects in Other:			
	Current Project Assignments:			
	Name of Assignment:		Percent of Time Used for This Project:	Estimated Project Completion Date:

2. Reference contact information (listing names indicates approval to contacting the names individuals as a reference)				
Name:		Name:		
Title/ Position:		Title/ Position:		
Organization:		Organization:		
Telephone:		Telephone:		
E-mail:		E-mail:		
Project:		Project:		
Candidate's Role on Project:		Candidate's Role on Project:		
ALTERNATE CANDIDATE				
3.	Name of Individual:			
	Years of Experience as Project Superintendent:			
	Years of Experience With This Organization:			
	Number of Similar Projects as Project Superintendent:			
	Number of Similar Projects in Other Positions:			
	Current Project Assignments:			
	Name of Assignment:		Percent of Time Used for This Project:	Estimated Project Completion Date:
4. Reference contact information (listing names indicates approval to contacting the names individuals as a reference)				
Name:		Name:		
Title/ Position:		Title/ Position:		
Organization:		Organization:		
Telephone:		Telephone:		
E-mail:		E-mail:		
Project:		Project:		
Candidate's Role on Project:		Candidate Role on Project:		

FORM OF BUSINESS

Please mark the box describing your firm's form of business, fill in the requested information, and include the relevant attachments.

Corporation

Corporate Name: _____

State of Incorporation: _____

Mailing Address: _____

Type of Corporation: _____

Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past valid)

*Certificate of Good Standing

*Certificate of Existence (if non-Texas corporation, Certificate of Authority)

Partnership/Joint Venture

Partnership/Joint Venture Name: _____

Mailing Address: _____

Type of Partnership/Joint Venture: _____

Copy of the Partnership or Joint Venture Agreement, **or** Affidavit with the name of the partnership or joint venture, the names of the partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence

Certificate of Assumed Name, (the Certificate must have been issued within the years to be valid)

If firm is a limited partnership, the Certificate of Limited Partnership

If any partner or joint venture is a corporation, the above information relating to corporation must be included as to each sum partner or joint venture.

Sole Proprietorship

Name: _____

Mailing Address: _____

Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past 10

* Must be furnished upon request of Burnet County and must be less than 90 days old.

Affidavits

One of the following four affidavits shall be executed and provided with this information. The individual signing the affidavit shall attach evidence of their authority to bind the Organization to an agreement.

AFFIDAVIT FOR CORPORATION

State §

County of §

- , being duly sworn deposes and says
(Name)

That he is of the Corporation submitting the
(Title)

foregoing qualification form and related information; that he has read such documents' and that such documents are true and correct and contain no material misrepresentations; and that he is authorized to make this affidavit on behalf of the Corporation.

Signature

Signed and sworn to me before this day of , 20

Notary Public

My commission expires:

AFFIDAVIT FOR PARTNERSHIP

State §

County of §

- , being duly sworn deposes and says
(Name)

That he is of the Company submitting the
(Title)

foregoing qualification form and related information; that he has read such documents' and that such documents are true and correct and contain no material misrepresentations; and that he is authorized to make this affidavit on behalf of the Partnership.

Signature

Signed and sworn to me before this day of , 20

Notary Public

My commission expires:

AFFIDAVIT FOR INDIVIDUAL

State §

County of §

- , being duly sworn deposes and says
(Name)

That he is of the Company submitting the
(Title)

foregoing qualification form and related information; that he has read such documents' and that such documents are true and correct and contain no material misrepresentations; and that he is authorized to make this affidavit on behalf of the Partnership.

Signature

Signed and sworn to me before this day of , 20

Notary Public

My commission expires:

AFFIDAVIT FOR JOINT VENTURE STATEMENT

We the undersigned do hereby give notice to our agreement to Offeror as a joint venture on the Project.

Name of Joint Venture

Name of firm

Signature

Signed and sworn to me before this day of , 20

Notary Public

My commission expires:

Name of firm

Signature

Signed and sworn to me before this day of , 20

Notary Public

My commission expires:

PROPOSAL FORM
(SUBMIT AS TAB 1 OF RESPONSE)

To: BURNET COUNTY PURCHASING OFFICE
133 E. JACKSON ST.
BURNET, TEXAS 78611

Project: BURNET COUNTY ANNEX RENOVATION/EXPANSION

CSP No.: 24-XXXX-05

Offeror:
(Print or type full name of proprietorship, partnership, corporation, or joint venture)

1. OFFER

a. Total Proposal Price: The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform all Work as specified or indicated in Contract Documents for the Contract Amount indicated in this Proposal or as modified by a Change Order or Change Directive.

b. Period for Proposal Acceptance: Offeror accepts all of the terms and conditions of the Request for Proposals and Instructions to Offerors, including without limitation those dealing with the disposition of required Bonds. This offer shall remain open to acceptance and is irrevocable for 90 days after Proposal Date (opening). That period may be extended by mutual written agreement of Burnet County and Offeror.

c. Liquidated Damages: Offeror accepts the provisions of the Agreement as to liquidated damages in the event of its failure to complete Work in accordance with the schedule set forth in the Agreement.


d. Addenda: Offeror hereby acknowledges it has received, examined, and carefully studied all Addenda and all Addenda have been considered and all related costs are included in the Total Proposal Price. Offeror hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date	Signature Acknowledging Receipt

e. Proposal Supplements: The following documents shall be provided with the proposal:

- i. Offeror's Statement of Qualifications (SOQ).
- ii. Completed Proposal Form
- iii. All Completed Forms All completed required forms (Proposal Form, Form of Business/Affidavit, Safety Record Questionnaire, Felony Conviction Form, Conflict of Interest Questionnaire, Resolution of Contractor, House Bill 89 Verification, Notice of No Conflicts, Errors, Ambiguities, or Discrepancies, TGC 2252.152 Certification Form, Affirmation Form, Non-Collusion/Anti-Trust Affidavit, GC 2274 Certification Form, Tax Record and Family Code Requirements, Certificate of Eligibility, SAM Verification, Burnet County Historically Underutilized Business/DBE Form, Form 1295, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Reservation of Rights, Compliance of Laws and Regulations Form, Byrd Anti-Lobbying Certification Form, W-9, Offeror's Security Bond, Performance and Payment Bonds, Affidavit of Insurance, Prevailing Wage Rates)
- iv. Proposal Security
- v. Proof of authority to do business in Texas.
- vi. W-9 Request for Taxpayer Information
- vii. One (1) flash drive with a Completed Proposal with Original signatures, Statement of Qualifications (SOQ) and a full set of Financials.
- viii. Safety Record Questionnaire
- ix. Any other Documentation required by the terms of this Competitive Sealed Proposal

2. ESTIMATED CONTRACT TIME

The Work shall commence upon written Notice to Proceed and be Substantially Completed and ready for occupancy within three hundred thirty-five **(335) calendar days** after Notice to Proceed. Final Completion shall be **thirty (30) calendar days** after Substantial  Completion.

3. OFFEROR REPRESENTATIONS

- a. Offeror is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance and furnishing of the Work, **including all regulations related to projects funded by the American Rescue Plan Act of 2021, including its implementing regulations and amendments.**
- b. Offeror has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance and furnishing of the Work.

c. Offeror has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance and furnishing of the Work.

d. Offeror has carefully studied all: (1) drawings of physical conditions in or relating to existing structures at or contiguous to the Site and (2) Hazardous Conditions identified in reports and drawings provided to Offeror or available for Offeror review. Offeror understands that neither Owner nor Principal Architect/Engineer is responsible for the accuracy of these documents, and they are not part of the Contract Documents.

e. Offeror has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions including surface, subsurface and Underground Improvements at or contiguous to the Site which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Offeror, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Offeror, and safety precautions and programs incident thereto.

f. Offeror does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of the Work at the Contract Amount proposed, within the Contract Time Requirements proposed and in accordance with the terms and conditions of the Contract Documents. Offeror shall make no claims against the Owner and shall bear all risk of losses, if any, resulting on account of the amount and character of the Work, or because the conditions under which the Work must be done vary or differ from conditions or information contained in the Contract Documents, or are different from what were estimated or anticipated by it.

g. Offeror is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

h. Offeror has correlated the information known to Offeror, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

i. Offeror has given Owner or Principal Architect/Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in the Contract Documents, and the written resolution thereof by Principal Architect/Engineer are acceptable to Offeror.

j. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

k. Laws to be Observed: *This project is funded with American Rescue Plan Act and is subject to all laws, ordinances, and regulations as amended in accordance with the Treasury Guidance Interim Final Rule "Coronavirus State and Local Fiscal Recovery Funds" (86 Fed. Reg. 267878).* In the performance of the Contract, the Contractor must comply with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to laws concerned with labor, safety, minimum wages, and the environment. The Contractor will make himself familiar with and shall at all times observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect

the conduct of the work, and shall Indemnify and save harmless the Owner, and its representatives against any claim arising from violation of any such law, ordinance, or regulation by himself or by his subcontractor or by his employees.

I. Review by Owner:

1. The Owner and authorized representatives, agents and employees of the Owner shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, books and accounting records, subcontracts, purchase orders, and all other relevant data, documents and records pertaining to this Contract. The Owner reserves the right to audit such documents.

m. Offeror will submit written evidence of its authority to do business in the state where the Project is located with its Proposal, Form of Business.

n. Offeror further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal; Offeror has not solicited or induced any individual or entity to refrain from submitting a Proposal; and Offeror has not sought by collusion to obtain for itself any advantage over any other Offeror or over Owner.

4. DEFINED TERMS:

a. Terms defined in this Proposal, if any, shall be for the purposes of this Proposal. Terms with initial capital letters not defined herein shall have the meaning assigned to them in the other Proposal Documents or Contract Documents.

5. TOTAL PROPOSAL PRICE HAS BEEN CALCULATED BY OFFEROR, USING THE FOLLOWING LUMP SUM PRICES AND PROCESS (PRINT OR TYPE NUMERICAL AMOUNTS):

A. TOTAL PROPOSAL FOR CONTRACT AMOUNT AS DEFINED IN THIS CSP, AGREEMENT, THE GENERAL CONDITIONS, PLANS AND SPECIFICATIONS		
Item No.	Description	Construction Cost
1	CONSTRUCTION COSTS/COST OF WORK	\$
TOTAL CONSTRUCTION COST/COST OF WORK:		\$

6. SIGNATURES.

By signing this Document, I agree that I have received and reviewed all Proposal Documents, Contract Documents and Addenda and considered all costs associated with the Proposal Documents, Contract Documents and Addenda in calculating the Total Proposal Price.

Offeror:

(Print or type full name of your proprietorship, partnership, corporation, or joint venture.*)

****By:**

Signature

Date

Name:

(Print or Type Name)

Title

Doing Business as:

Business Address:

(Mailing)

Telephone and Fax Number:

(Print or Type Number)

*If Proposal is a joint venture, add additional Proposal Form signature sheets for each member of the joint venture.

**Offeror certifies that the only person or parties interested in this offer as principals are those named above. Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing.

Note: This document constitutes a Governmental record, as defined by § 37.01 of the Texas Penal Code. Submission of a false Governmental record is a criminal offense as provided in § 37.10 of the Texas Penal Code.

7. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this Proposal, that this Proposal has not been prepared in collusion with any other Offeror, and that the contents of this Proposal have not been communicated to any other Offeror prior to the official opening of this Proposal. Additionally, the undersigned affirms that the Offeror is willing to sign the attached Burnet County Stand Form of Agreement (if applicable).

Signed By:

Title:

Type Name:

Company Name:

Phone No.:

Fax No.:

Email:

Proposal Address:

PO Box or Street City State Zip

Other Address:

PO Box or Street City State Zip

Remit to Address:

PO Box or Street City State Zip

Federal Tax ID No.:

Date:

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SAFETY RECORD QUESTIONNAIRE

Burnet County will consider the safety records of potential contractors prior to awarding a contract for construction. Pursuant to Texas Government Code 2269, Burnet County hereby adopts the following written definition and criteria for accurately determining the safety record of proposed Contractor on this project:

That Burnet County shall determine at its discretion the disqualification of any Offeror which, in response to the following two questions, reveals more than one case in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the Offeror, or the company, corporation, partnership, or institution represented by the Offeror, or anyone acting for such company, corporation, partnership, or institution, for serious violations of OSHA regulations within the past three years; and/or to disqualify any Offeror which in response to the following two questions, reveals that the Offeror, or the company, corporation, partnership or institution represented by the Offeror, or anyone acting for such company, corporation, partnership or institution, has been convicted of a criminal offense within the past ten years which resulted in a serious bodily injury or death.

**Felony Conviction Notification
Burnet County Annex Renovation/Expansion**

In order to obtain proper information from Offerors so that Burnet County may consider the safety records of potential contractors prior to awarding contracts, Burnet County requires that Offerors answer the following two questions to be submitted with their Offer:

1. Has the Offeror, or the company, corporation, partnership, or institution represented by the Offeror, or anyone acting for such company, corporation, partnership, or institution, received citation for violations of OSHA within the past three years? **Yes** _____ **No** _____

If the Offeror has indicated YES for question above, the Offeror shall provide to Burnet County, with its proposal submission, the following information with respect to each citation: Date of citation, location of establishment inspected, category of citation, final disposition of citation, and penalty assessed.

2. Has the Offeror, or the company, corporation, partnership, or institution represented by the Offeror, or anyone acting for such company, corporation, partnership, or institution, ever been convicted of a criminal offense which resulted in serious bodily injury or death? **Yes** _____ **No** _____

If the Offeror has indicated YES for question above, the Offeror shall provide to Burnet County, with its proposal submission, the following information with respect to each citation: Date of offense, County where offense occurred, type of offense, final disposition of offense, and penalty assessed.

ACKNOWLEDGEMENT:

THE STATE OF TEXAS

COUNTY OF _____

I certify that I have made no willful misrepresentations in this Questionnaire, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

Print Name

Signature

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH PROPOSAL

FELONY CONVICTION NOTIFICATION

Any person and/or business entity that enters into a contract with the Burnet County must give advance notice if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract.

Burnet County may require substitution of employees in the performance of the contract. Burnet County may terminate a contract with a person or business entity if the County determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at the County's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Signature of Authorized Company Official

Date

Authorized Company Official's Name and Title (Printed)

Firm Name:

A. My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:

Signature of Authorized Company Official Date

B. My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:

Signature of Authorized Company Official

Date

C. Provide a general description of the conduct resulting in the conviction of a felony.

Signature of Authorized Company Official

Date

D. Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

Signature of Authorized Company Official

Date

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE

Local Government Code Chapter 176 requires Offerors with Burnet County to file a Conflict-of-Interest Questionnaire with Burnet County.

The Conflict of Interest Questionnaire is available for downloading on the Texas Ethics Commission's website at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>. You will find a list of the Burnet County Local Government Officers on the Burnet County website.

For your convenience the CIQ form is attached as part of this document. Although Burnet County has provided this document for the Offeror's convenience, it is the Offeror's responsibility to submit the latest version of the CIQ form as promulgated by the Texas Ethics Commission.

The Failure of any Offeror to comply with this law is a Class C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p>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.</p> <p align="center">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?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p align="center">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?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>		

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.

RESOLUTION OF CONTRACTOR

_____ (“Contractor”),
(Name of Contractor, e.g., “Biz. Inc.”, “Biz LLP”)
is a _____,
(Type of Organization, e.g.: Corporation, Limited Partnership, Limited Liability Partnership, Limited Liability Company, etc.)
which is bound by acts of _____,
(Name and Form of Governing Entity, e.g., “Biz Inc. Board of Directors”, “Bill Smith, GP”, etc.)
 (“Governing Entity”).

On the day of _____, 20____, the Governing Entity resolved, in accordance with all documents, rules, and laws applicable to the Contractor, that _____, is authorized to act as the
(Contractor’s Representative)
Contractor’s Representative in all business transactions (initial one) _____ conducted in the State of Texas OR _____ related to this Contract; and

The Governing Entity warrants that the above resolution (a) was entered into without dissent or reservation by the Governing Entity, (b) has not been rescinded or amended, and (c) is now in full force and effect; and

**PART 1 – IN AUTHENTICATION OF THE ADOPTION OF THIS RESOLUTION, I
SUBSCRIBE MY NAME ON THIS _____ DAY OF _____, 20_____.**

(Authorized Signature for Governing Entity Signatory)

(Print or Type Name and Title of Authorized

SWORN AND SUBSCRIBED before me on

Date

Notary Public in and for the State of Texas

My Commission Expires: _____
Expiration Date

Print or Type Name of Notary Public

BURNET COUNTY HOUSE BILL 89 VERIFICATION

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITH CSP RESPONSE MAY RESULT IN YOUR PROPOSAL BEING REJECTED

This verification must be completed, signed, and returned by Bidder/Offeror unless the business is a sole proprietorship or has less than 10 full time employees. Please sign and date below if you are exempt from this requirement.

1. I certify my business is a sole proprietorship or has less than 10 full-time employees.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

If #1 is not applicable to your company, please move to #2 below.

**2. I, _____ (Name), the undersigned representative of
(Company Name and Address)**

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Burnet County, Texas.**

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this, the _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH PROPOSAL

**NOTICE OF NO CONFLICTS, ERRORS, AMBIGUITIES,
OR DISCREPANCIES FORM**

NOTE: Failure To Sign And Return This Form With Response May Result In Your Offer Being Rejected.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Proposal Documents.

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Legal Requirements that may affect cost, progress, performance, and furnishing of the Work.

CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents, are not warranted or represented in any manner by Owner to accurately show the conditions at the Site and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and PRINCIPAL ARCHITECT/ENGINEER do not assume and expressly disclaim any responsibility for the accuracy or completeness of the information and data shown or indicated in the Contract Documents with respect to subsurface conditions or Underground Facilities at or contiguous to the Site or CONTRACTOR'S interpretation of such information and data. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary research, examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Amount, within the Contract Time Requirements and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports, and Drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given PRINCIPAL ARCHITECT/ENGINEER through the OWNER or OWNER'S Representative written notice of all conflicts, errors, ambiguities, or discrepancies by executing the attached Notice of Conflicts, Errors, Ambiguities, or Discrepancies Form, that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PRINCIPAL ARCHITECT/ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this, the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH PROPOSAL

GC 2252.152 CERTIFICATION FORM

**CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN,
SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED –
CERTIFICATION**

I, _____, the undersigned
representative of _____
(Company or business name) being an adult over the age of eighteen (18) years of age, pursuant
to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify
that the company named above is not listed on the website of the Comptroller of the State of
Texas concerning the listing of companies that are identified under Section 806.051, Section
807.051 or Section 2253.153. I further certify that should the above-named company enter into a
contract that is on said listing of companies on the website of the Comptroller of the State of Texas
which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify
the Burnet County Purchasing Office.

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH PROPOSAL

BURNET COUNTY
CSPDER/OFFEROR AFFIRMATION

This sheet must be completed, signed, and returned by Bidder/Offeror

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITH THE CSP DOCUMENT MAY RESULT IN CSP BEING REJECTED OR THE TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

1. The undersigned agrees this CSP becomes the property of Burnet County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a CSP.

The undersigned agrees, if this CSP is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this CSP will be sixty (60) calendar days unless a different period is noted by the bidder.

2. Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this CSP in collusion with any other bidder, and that the contents of this CSP as to prices, terms or conditions of said CSP have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this CSP.

3. Bidder hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

4. Pursuant to §262.0276 (a) of the Texas Local Government Code, bidder, hereby affirms that bidder:

(Please check all that are applicable)

_____ Does not own taxable property in Burnet County.

_____ Does not owe any ad valorem taxes to Burnet County or is not otherwise indebted to Burnet County.

**BURNET COUNTY
BIDDER/OFFEROR AFFIRMATION**

The undersigned affirms that they have read and do understand the specifications, addendum, CSP forms and any attachments contained in this CSP package. **Failure to sign and return this form will result in the rejection of the entire proposal.**

NAME AND ADDRESS OF COMPANY:

Tel. No. _____

E-Mail Address: _____

AUTHORIZED REPRESENTATIVE:

Signature _____

Date _____

Name _____

Title _____

Fax No. _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

COMPANY IS:

Business included in a Corporate Income Tax Return? _____ YES _____ NO

_____ Corporation organized & existing under the laws of the State of _____

_____ Partnership consisting of _____

_____ Individual trading as _____

_____ Principal offices are in the city of _____

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH PROPOSAL

NON-COLLUSION/ANTI-TRUST AFFIDAVIT

The Company has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign this document or signing it with a false statement shall void the submitted offer or any resulting contracts.

Neither the Company or the firm, corporation, partnership, or institution represented by the Company or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. The Company's signature herein assigns to the County any and all claims for overcharges associated with his contract for this project, which arise under the Antitrust Laws of the United States, 15 USCA, Section 1, Et. Seq. (1973).

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

COMPANY'S CORPORATE CHARTER NO.

DATE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH PROPOSAL

TAX RECORD AND FAMILY CODE REQUIREMENTS

The Company's signature herein certifies that the firm is not currently delinquent in the payment of any debt owed to the State of Texas; including but not limited to franchise taxes and child support, property tax, and that any payments due the firm under this contract will be applied to that debt.

Texas Family Code Compliance Requirement:

Under Section 231.006, Family Code, the vendor, or applicant certifies that the individual or business entity named in this contract, CSP, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response.

Firm Owner(s), Partners, Sole Proprietors, or Share Holder(s) of twenty-five percent (25%) interest:

NAME SSN

NAME SSN

NAME SSN

NAME SSN

RESPECTFULLY SUBMITTED:

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

COMPANY NAME

COMPANY'S CORPORATE CHARTER NO.

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH PROPOSAL

CERTIFICATE OF ELIGIBILITY

By submitting a CSP or proposal I response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of CSP/proposal submission and time of award, the Offeror will notify the Burnet County Purchasing Agent. Failure to do may result in terminating this contract for default.

AUTHORIZED SIGNATURE

DATE

PRINT NAME

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH PROPOSAL

SYSTEM FOR AWARD MANAGEMENT (SAM) VERIFICATION

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendors must insert verification of a System for Award Management (SAM) Exclusions record search for company name and company principal. A printed web page with date of search is acceptable.

<https://sam.gov/content/exclusions>



BURNET COUNTY HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Burnet County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender-neutral means. It is the policy of Burnet County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically Underutilized Businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned, and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Burnet County.

Businesses include firms, corporations, sole proprietorships, vendors, supplier's contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory CSP limit refers to the Texas Local Government Code provisions that require competitive bidding for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

- A. Burnet County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

- B. Burnet County will use and recognize the State of Texas Historically Underutilized Business certification process in conjunction with the implementation of this policy. The County may recognize other agencies' certification processes recognized by the State of Texas. Burnet County reserves the right to review the certification status of any vendor applying to do business with the County. The review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.

- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, CSPs and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 - 1. Target goals should consider:
 - a. The availability of HUB firms within the specific category of goods or services to be procured; and
 - b. The diversity of the County's population.
 - 2. The goals should be reviewed and amended periodically.
 - 3. The program may apply to all County procurements including construction and professional services.
 - 4. Particular attention will be given to HUB participation on purchases in excess of the statutory CSP limit.
 - 5. Commissioners Court will use good faith efforts to meet the goals of this policy.

- D. Burnet County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - 1. Utilizing the State of Texas Historically Underutilized Business vendor database.
 - 2. Advertising CSPs on the County's website and in the local newspaper.

3. Providing CSP notice to minority Chambers of Commerce within Burnet County, if applicable.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory CSP limit must comply with the competitive CSP process. Where possible, those CSP's will be structured to include and encourage the participation of HUB firms in the procurement process.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of CSP's and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a CSP or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively search the State Comptroller's HUB vendor list in the quotation process for purchases under the statutory CSP limit.
- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Office shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Director shall serve as the County HUB Officer.
 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 4. Any complaints and/or recommendations regarding the implementation of this policy will be received and reviewed by the HUB Officer. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioner's Court regarding any irregularities or misrepresentations of facts as they relate to compliance with the policy. The HUB

Office will review documentation submitted by HUB firms in compliance with this policy.

**BURNET COUNTY
FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Burnet County's CSP process. The Purchasing Office will provide additional clarification of specifications, assistance with CSP Proposal Forms, and further explanation of bidding procedures to those DBEs who request it. Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of the Texas Comptroller of Public Accounts Historically Underutilized Business Program. All companies seeking information concerning DBE certification are urged to contact The Texas Comptroller of Public Accounts at 800-531-5441, extension 3-6958 or 512-463-6958.

If your company is already certified, attach a copy of your certification to this form and return with CSP.

COMPANY NAME

REPRESENTATIVE

TITLE

ADDRESS

CITY

STATE

ZIP CODE

PHONE

FAX

EMAIL ADDRESS (PRIMARY)

EMAIL ADDRESS (SECONDARY)

Indicate all that apply:

_____ Minority-Owned Business Enterprise

_____ Women-Owned Business Enterprise

_____ Disadvantaged Business Enterprise

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 – 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

Must file this form online at
www.ethics.state.tx.us/File
 Please include a printed copy
 of this notarized form with
 response.

5 Check only if there is NO

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
 of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

THIS FORM MUST BE COMPLETED ONLINE AND A SIGNED COPY RETURNED WITH PROPOSAL

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER

RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award.

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

_____ I am unable to certify the above statements. My explanation is attached.

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH PROPOSAL

RESERVATION OF RIGHTS

The County is issuing this CSP in accordance with applicable laws that allow an agreement with a private entity that displays demonstrated competence and qualifications to perform the requested task.

The County reserves the right to terminate this process and to cancel or modify this solicitation process at any time. In no event will the County or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise obligated to reimburse, the costs incurred in preparation of this CSP, or any other related costs. The prospective firms shall be fully responsible for all costs incurred in the preparation and/or presentation of the CSP submittals. The CSP submittals will become the property of the County.

All submissions shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Attorney General.

In connection with the CSP, the County reserves all rights (which rights may be exercised by the County in its sole discretion) available to it under applicable laws, including without limitation, and with or without cause and with or without notice, the right to:

1. Cancel this CSP, in whole or in part at any time before the execution of a contract by the County, without incurring any cost, obligations or liabilities.
2. Issue addenda, supplements, and modifications to this CSP.
3. Revise and modify, at any time before the CSP submittal due date, the factors and/or weights of factors the County will consider in evaluating CSP submittals and to otherwise revise or expand its evaluation methodology as set forth herein.
4. Extend the CSP submittal due date.
5. Investigate the qualifications of any firm under consideration and require confirmation of information furnished by a firm.
6. Require additional information from a firm concerning contents of its CSP submittal and/or require additional evidence of qualifications.
7. Waive or permit corrections to data submitted with any response to this CSP until such time as the County declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed.
8. Reject at any time, any or all submittals, responses and CSP submittals received.
9. Terminate, at any time, evaluations of responses received.
10. Appoint an evaluation committee to review CSP submittals or responses, make recommendations and seek the assistance of outside experts and consultants in CSP submittal evaluation.
11. Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this CSP to seek an improved understanding and evaluation of the responses to this CSP.
12. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this CSP.
13. Disclose information contained in a CSP submittal to the public as required under the Texas Public Information Act.
14. Authorize firms to substitute key personnel until the County declares, in writing, that a particular stage or phase of its review has been completed and closed.
15. Waive deficiencies in a CSP submittal, accept and review a non-conforming CSP submittal or seek clarifications or supplements to a CSP submittal.
16. Disqualify any firm that changes its CSP submittal without the County's authorization.

- 17. Exercise any other right reserved or afforded to the County under this CSP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any services until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

MAILING ADDRESS

CITY

STATE

ZIP CODE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH PROPOSAL

COMPLIANCE WITH STATE LAW & FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS FORM

Compliance with all items on the following form, as applicable, are required and a signature is required on the last page.

1. CLEAN AIR ACT

If this Agreement is in excess of \$150,000, Contractor must comply with the following:

- a. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671, et seq., including all requirements specified in Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, in accordance with 2 C.F.R. § 200.322; and all requirements specified in Section 114 of the Clean Air Act (42 U.S.C. § 7414) and all regulations and guidelines issued thereunder, as amended; and Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
- b. Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or other Federal funds.

2. FEDERAL WATER POLLUTION CONTROL ACT

If this Agreement is in excess of \$150,000, Contractor must comply with the following:

- a. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1387, et seq., including all requirements specified in Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, in accordance with 2 C.F.R. § 200.322; and including 33 U.S.C. § 1318, relating to inspection, monitoring, entry, reports, and information as well as other requirements specified therein and all regulations and guidelines issued thereunder; and Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
- b. Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or other Federal funds.

3. SUSPENSION AND DEBARMENT

- a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. Contractor certifies that Contractor, Contractor's principals (defined at 2C.F.R. Sec.

180.995), or its affiliates (defined at 2 C.F.R. Sec. 180.905) are not excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).

b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.3000, subpart C (as amended), as well as regulations implementing Executive Orders 12549 and 12689 and 2 C.F.R. 200.214, as amended, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000 during the term of this Agreement and Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the ARPA award term set forth in Appendix A to 2 C.F.R. Part 25, as amended, is hereby incorporated by reference. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

e. All eligible recipients, and all subrecipients are required to have an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>) pursuant to 2 CFR Part 25.

4. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. Sec. 1352 (as amended)

If Contractor applied or CSP for an award of \$100,000 or more, Contractor shall file the required certification in Form 200-T. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Sec. 1352, et seq. as amended. Each tier certifies to the tier above that the receipt and use of appropriated funds or other funds under the contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which also restricts lobbying expenditures. Each contracting tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5. DAVIS-BACON ACT (PREVAILING WAGE) and all Related Acts, as amended

If this Agreement is a prime construction contract in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act, as amended, as codified in 40 U.S.C. §§ 3141-3148 and as supplemented by Department of Labor Regulations in 29 C.F.R. Part 5. During performance of this Agreement, and all Related Acts (including the Copeland Act and the Contract Work Hours and Safety Standards Act), Contractor agrees as follows:

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act, as amended, (40 U.S.C §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Parts 1, 3, and 5, et seq. as amended, as may be applicable. The Contractor shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. part 5 as applicable.

b. Contractors, and all subcontractors, are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors, and all subcontractors are required to pay wages not less than once a week.

d. Pursuant to the Department of Labor Final Rule, amending the Davis-Bacon Act (effective October 23, 2023), including any and all implementing regulations and amendments incorporated herein by reference to 29 CFR Part 1 et seq., 29 CFR Part 3 et seq., and 29 CFR Part 5 et seq., specifically 29 CFR § 1.6(c)(2) and (c)(3), if a contract is modified to include additional, substantial construction, alteration, and/or repair work not within the scope of work of the original contract or order, or requires the contractor to perform work for an additional time period not originally obligated, including where an agency exercises an option provision to unilaterally extend the term of a contract, or if an option to extend the term of the contract is exercised, **then the most recent version of any applicable wage determination(s) must be incorporated into the contract.**

e. Pursuant to the Department of Labor Final Rule, amending the Davis-Bacon Act (effective October 23, 2023), all Related Acts, including any and all implementing regulations and amendments incorporated herein by reference to 29 CFR Part 1 et seq., 29 CFR Part 3 et seq., and 29 CFR Part 5 et seq., specifically 29 CFR § 5.5(a)(3), Contractor shall maintain worker's last known phone numbers and email addresses as part of their required records. Contractor and all subcontractors shall maintain Davis-Bacon and Related Acts contracts, subcontracts, and related documents that shall record each worker's correct classification or classifications of work actually performed and the hours worked in each classification. Contractor must maintain all contracts, subcontracts, and related documents for the required retention periods under applicable state and federal law, ARPA, and as outlined in sections 15 and 16 of this COMPLIANCE WITH STATE LAW & FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS FORM herein. This requirement for record retention applies to all subcontractors, though the subcontractor's work may be finished before the completion of the prime contract.

f. It is unlawful for any person, Contractor, and all subcontractors, to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for engaging in protected activity.

g. Contractor and all subcontractors shall not retaliate against workers or job applicants for: notifying any contractor of any conduct which the worker reasonably believes constitutes a DBRA (Davis-Bacon Related Acts) violation; filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting on behalf of themselves or others any DBRA right or protection; cooperating in any investigation or other compliance action, or testifying in any DBRA proceeding, or; informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5, et seq. as amended.

h. Pursuant to 29 CFR § 5.5(a)(6) and (b)(4), Contractor and all lower tiered subcontractors shall insert in any covered subcontracts the clauses above and such other clauses as the Department of Labor, FEMA, or other Federal awarded funds, including the American Rescue Plan Act 2021, may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses, including the updates to Davis-Bacon and Related Acts Regulations. Upper-tier subcontractors may also be held liable for back wages owed to the workers. Upper-tier subcontractors may also be debarred for disregarding their obligations. Consistent with the Department of Labor's Final Rule, the Davis-Bacon, and Related Acts

statutory debarment standard (disregard of obligations to employees or subcontractors) shall apply in all debarment cases, including Related Act-covered contracts.

i. In compliance with 2 CFR § 5.1 et seq., as amended, Contractor shall adhere to the following: (a) The regulations contained in this part are promulgated under the authority conferred upon the Secretary of Labor by Reorganization Plan No. 14 of 1950 (64 Stat. 1267, as amended, 5 U.S.C. appendix) and the Copeland Act (48 Stat. 948; 18 U.S.C. 874; 40 U.S.C. 3145) in order to coordinate the administration and enforcement of labor standards provisions contained in the Davis-Bacon Act (46 Stat. 1494, as amended; 40 U.S.C. 3141 et seq.) and its related statutes ("Related Acts").

1. A listing of laws requiring Davis-Bacon labor standards provisions can be found at www.dol.gov/agencies/whd/government-contracts or its successor website.

2. [Reserved]

3. Part 1 of this subtitle contains the Department's (Department of Labor) procedural rules governing requests for wage determinations and the issuance and use of such wage determinations under the Davis-Bacon Act and its Related Acts.

4. Contractor, and all subcontractors, shall comply with the following laws and regulations, as applicable, hereby incorporated: Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as amended; and Executive Order 13658-Establishing a Minimum Wage for Contractors, as amended.

j. In compliance with 2 CFR § 5.5 et seq. as amended, Contractor shall adhere to the following provisions that are incorporated directly from 2 CFR § 5.5. The following information can be found at <https://www.ecfr.gov/current/title-29/subtitle-A/part-5>:

a. Required contract clauses. The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation (48 CFR chapter 1)) by reference, in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

1. Minimum wages -

i. **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the

Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications.

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined.
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance.

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor

must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

v. **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding.

i. **Withholding requirements.** The OWNER may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the Agency

may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties.

B. A contracting agency for its re-procurement costs.

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate.

D. A contractor's assignee(s);

E. A contractor's successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. **Records and certified payrolls.**

i. **Basic record requirements:**

A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 5 years after all the work on the prime contract is completed, as required by ARPA guidelines.

B. **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C.

3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements:

A. Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the appropriate Federal agency, if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the OWNER. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 5 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

B. Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone

numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

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

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

D. Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

E. Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 5 years after all the work on the prime contract is completed.

iii. **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, CSPs, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 5 years after all the work on the prime contract is completed.

iv. **Required disclosures and access:**

A. Required recorded disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the OWNER or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the OWNER or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the appropriate Federal agency, if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must,

upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the OWNER, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity:

i. Apprentices:

A. Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. Apprenticeship ratio. The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii. **Equal employment opportunity.** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

6. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the Federal agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

iv. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

b. Contract Work Hours and Safety Standards Act (CWHSSA). The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms "laborers and mechanics" include watchpersons and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

3. Withholding for unpaid wages and liquidated damages:

i. **Withholding process.** The OWNER may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii. **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties.

B. A contracting agency for its re-procurement costs.

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate.

D. A contractor's assignee(s).

E. A contractor's successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the

date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part.

ii. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part.

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

iv. Informing any other person about their rights under CWHSSA or this part.

c. **CWHSSA required records clause.** In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 5 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the OWNER and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

d. **Incorporation of contract clauses and wage determinations by reference.** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

e. **Incorporation by operation of law.** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required

by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

k. As defined by 2 C.F.R § 5.2, the OWNER, as a local government “agency” shall comply with the following responsibilities as outlined in 2 C.F.R. § 5.6, incorporated herein below. The following information can be found at: <https://www.ecfr.gov/current/title-29/subtitle-A/part-5>:

a. Agency/OWNER responsibilities:

1.

i. The Federal agency has the initial responsibility to ascertain whether the clauses required by § 5.5 and the appropriate wage determination(s) have been incorporated into the contracts subject to the labor standards provisions of the laws referenced by § 5.1. Additionally, a Federal agency that provides Federal financial assistance that is subject to the labor standards provisions of the Act must promulgate the necessary regulations or procedures to require the recipient or sub-recipient of the Federal assistance to insert in its contracts the provisions of § 5.5. No payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency unless it ensures that the clauses required by § 5.5 and the appropriate wage determination(s) are incorporated into such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency after the beginning of construction unless there is on file with the Federal agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of § 5.5 or unless there is on file with the Federal agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

ii. If a contract subject to the labor standards provisions of the applicable statutes referenced by § 5.1 is entered into without the incorporation of the clauses required by § 5.5, the agency/OWNER must, upon the request of the Administrator or upon its own initiative, either terminate and resolicit the contract with the required contract clauses, or incorporate the required clauses into the contract (or ensure they are so incorporated) through supplemental agreement, change order, or any and all authority that may be needed. Where an agency/OWNER has not entered directly into such a contract but instead has provided Federal financial assistance, the agency/OWNER must ensure that the recipient or sub-recipient of the Federal assistance similarly incorporates the clauses required into its contracts. The method of incorporation of the correct wage determination, and adjustment in contract price, where appropriate, should be in accordance with applicable law. Additionally, the following requirements apply:

A. Unless the Administrator directs otherwise, the incorporation of the clauses required by § 5.5 must be retroactive to the date of contract award or start of construction if there is no award.

B. If this incorporation occurs as the result of a request from the Administrator, the incorporation must take place within 30 days of the date of that request, unless the agency/OWNER has obtained an extension from the Administrator.

C. The contractor must be compensated for any increases in wages resulting from incorporation of a missing contract clause.

D. If the recipient refuses to incorporate the clauses as required, the agency/OWNER must make no further payment, advance, grant, loan, or guarantee of funds in connection with the contract until the recipient incorporates the required clauses into its contract and must promptly refer the dispute to the Administrator for further proceedings under § 5.13.

E. Before terminating a contract pursuant to this section, the agency/OWNER must withhold or cross-withhold sufficient funds to remedy any back wage liability resulting from the failure to incorporate the correct wage determination or otherwise identify and obligate sufficient funds through a termination settlement agreement, bond, or other satisfactory mechanism.

F. Notwithstanding the requirement to incorporate the contract clauses and correct wage determination within 30 days, the contract clauses and correct wage determination will be effective by operation of law, retroactive to the beginning of construction, in accordance with § 5.5(e).

2. Certified payrolls submitted pursuant to § 5.5(a)(3)(ii) must be preserved by the Federal agency for a period of 5 years after all the work on the prime contract is completed and must be produced at the request of the Department of Labor at any time during the 5-year period, regardless of whether the Department of Labor has initiated an investigation or other compliance action.

i. In situations where the Federal agency does not itself maintain certified payrolls required to be submitted pursuant to § 5.5(a)(3)(ii), upon the request of the Department of Labor the Federal agency must ensure that such certified payrolls are provided to the Department of Labor. Such certified payrolls may be provided by the applicant, sponsor, owner, or other entity, as the case may be, directly to the Department of Labor, or to the Federal agency which, in turn, must provide those records to the Department of Labor.

ii. The Federal agency will cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by § 5.5 and the applicable statutes referenced in § 5.1. Investigations will be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations will include interviews with workers, which must be taken in confidence,

and examinations of certified payrolls, regular payrolls, and other basic records required to be maintained under § 5.5(a)(3). In making such examinations, particular care must be taken to determine the correctness of classification(s) of work actually performed, and to determine whether there is a disproportionate amount of work by laborers and of apprentices registered in approved programs. Such investigations must also include evidence of fringe benefit plans and payments thereunder. Federal agencies must give priority to complaints of alleged violations.

3. In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages, liquidated damages, and monetary relief for violations of § 5.5(a)(11) or (b)(5), and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing Federal assistance to the contract, without requesting the permission and views of the Department of Labor.

b. Department of Labor investigations and other compliance actions.

1. The Administrator will investigate and conduct other compliance actions as deemed necessary in order to obtain compliance with the labor standards provisions of the applicable statutes referenced by § 5.1, or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes referenced by § 5.1.

2. Federal agencies, contractors, subcontractors, sponsors, applicants, owners, or other entities, as the case may be, must cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigations or other compliance actions.

3. The findings of such an investigation or other compliance action, including amounts found due, may not be altered, or reduced without the approval of the Department of Labor.

4. Where the underpayments disclosed by such an investigation or other compliance action total \$1,000 or more, where there is reason to believe that the contractor or subcontractor has disregarded its obligations to workers or subcontractors, or where liquidated damages may be assessed under CWHSSA, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation or other compliance action and any action taken by the contractor or subcontractor to correct the violations, including any payment of back wages or any other relief provided workers or remedial actions taken for violations of § 5.5(a)(11) or (b)(5). In other circumstances, the Department of Labor will furnish the Federal agency a notification summarizing the findings of the investigation or other compliance action.

c. Confidentiality requirements. It is the policy of the Department of Labor to protect from disclosure the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of a worker or other informant who makes a written or oral statement as a complaint or in the course of an

investigation or other compliance action, as well as portions of the statement which would tend to reveal the identity of the informant, will not be disclosed in any manner to anyone other than Federal officials without the prior consent of the informant. Disclosure of such statements is also governed by the provisions of the "Freedom of Information Act" (5 U.S.C. 552, see part 70 of this subtitle) and the "Privacy Act of 1974" (5 U.S.C. 552a, see part 71 of this subtitle).

I. Contract Termination for violation of Davis-Bacon Act. Pursuant 29 C.F.R. § 5.7, where a contract is terminated by reason of violations of the labor standards provisions of the statutes listed in § 5.1, a report shall be submitted promptly to the Administrator and to the Comptroller General (if the contract is subject to the Davis-Bacon Act), giving the name and address of the contractor or subcontractor whose right to proceed has been terminated, and the name and address of the contractor or subcontractor, if any, who is to complete the work, the amount and number of the contract, and the description of the work to be performed.

m. The following provisions of 29 C.F.R. § 5.9 Suspension of Funds, shall apply to this contract and are incorporated herein below:

a. **Suspension and withholding.** In the event of failure or refusal of the contractor or any subcontractor to comply with the applicable statutes referenced by § 5.1 and the labor standards clauses contained in § 5.5, whether incorporated into the contract physically, by reference, or by operation of law, the Federal agency (and any other agency), may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, take such action as may be necessary to cause the suspension of the payment, advance, or guarantee of funds until such time as the violations are discontinued and/or until sufficient funds are withheld as may be considered necessary to compensate workers for the full amount of wages and monetary relief to which they are entitled, and to cover any liquidated damages and pre-judgment or post-judgment interest which may be due.

b. **Cross-withholding.** To satisfy a contractor's liability for back wages on a contract, in addition to the suspension and withholding of funds from the contract(s) under which the violation(s) occurred, the necessary funds also may be withheld under any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards and/or the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency.

c. **Cross-withholding from different legal entities.** Cross-withholding of funds may be requested from contracts held by other entities that may be considered to be the same prime contractor as that term is defined in § 5.2. Such cross-withholding is appropriate where the separate legal entities have independently consented to it by entering into contracts containing the withholding provisions at § 5.5(a)(2) and (b)(3). Cross-withholding from a contract held by a different legal entity is not appropriate unless the withholding provisions were incorporated in full or by reference in that different legal entity's contract. Absent exceptional circumstances, cross-withholding is not permitted from a contract held by a different legal entity where the Davis-Bacon labor standards were incorporated only by operation of law into that contract.

n. Pursuant to 29 C.F.R § 1.6(c)(2)(iii), the following shall apply to this contract:

If a revised wage determination is issued after contract award (or after the beginning of construction where there is no contract award), it is not effective with respect to that project, except under the following circumstances:

a. Where a contract or order is changed to include additional, substantial construction, alteration, and/or repair work not within the scope of work of the original contract or order, or to require the contractor to perform work for an additional time period not originally obligated, including where an option to extend the term of a contract is exercised, the contracting agency must include the most recent revision of any wage determination(s) at the time the contract is changed or the option is exercised. This does not apply where the contractor is simply given additional time to complete its original commitment or where the additional construction, alteration, and/or repair work in the modification is merely incidental.

b. Some contracts call for construction, alteration, and/or repair work over a period of time that is not tied to the completion of any particular project. Examples of such contracts include, but are not limited to, indefinite-delivery-indefinite-quantity construction contracts to perform any necessary repairs to a Federal facility over a period of time; long-term operations-and-maintenance contracts that may include construction, alteration, and/or repair work covered by Davis-Bacon labor standards; or schedule contracts or blanket purchase agreements in which a contractor agrees to provide certain construction work at agreed-upon prices to Federal agencies. These types of contracts often involve a general commitment to perform necessary construction as the need arises, but do not necessarily specify the exact construction to be performed. For the types of contracts described here, the contracting agency must incorporate into the contract the most recent revision(s) of any applicable wage determination(s) on each anniversary date of the contract's award (or each anniversary date of the beginning of construction when there is no award) unless the agency has sought and received prior written approval from the Department for an alternative process. The Department may grant such an exception when it is necessary and proper in the public interest or to prevent injustice and undue hardship. Such revised wage determination(s) will apply to any construction work that begins or is obligated under such a contract during the 12 months following that anniversary date until such construction work is completed, even if the completion of that work extends beyond the twelve-month period. Where such contracts have task orders, purchase orders, or other similar contract instruments awarded under the master contract, the master contract must specify that the applicable updated wage determination must be included in such task orders, purchase orders, or other similar contract instrument, and the ordering agency must so incorporate the applicable updated wage determinations into their orders. Once the applicable updated wage determination revision has been incorporated into such task orders, purchase orders, or other similar contract instruments, that wage determination revision remains applicable for the duration of such order, unless the order is changed to include additional, substantial construction, alteration, and/or repair work not within the scope of work, when the wage determination must be updated as set forth in paragraph (A) of this section, or the order itself includes the exercise of options. Where such orders do include the exercise of options, updated applicable wage determination revision, as incorporated into the master contract, must be included when an option is exercised on such an order.

c. For contracts to which both paragraphs (A) and (B) of this section apply, updated wage determinations must be incorporated pursuant to the requirements of both paragraphs. For example, if a contract calls for construction, alteration, and/or repair work over a period of time that is not tied to the completion of any particular project and also has an option provision to extend the contract's term, the most recent revision(s) of any applicable wage determination(s) must be incorporated any time an option is exercised, as described in paragraph (A) of this section, and on the contract anniversary date, as described in paragraph (B) of this section. However, when a contract has been changed as described in paragraph (A) of this section, including by

the exercise of an option, the date of that modification will be considered the contract anniversary date for the purpose of annually updating the wage determination(s) in accordance with paragraph (B) of this section for that year and any subsequent years of contract performance.

The Contractor is responsible for flowing down the contract clauses and the applicable wage determinations to all subcontractors in all tier covered contracts, including any and all amendments and implementing regulations under Department of Labor Final Rule, amending the Davis-Bacon Act (effective October 23, 2023 and all Related Acts), including any and all implementing regulations and amendments incorporated herein by reference to 29 CFR Part 1 et seq., 29 CFR Part 3 et seq., and 29 CFR Part 5 et seq. Accordingly, Contractor must cover any unpaid wages and other liability for any subcontractor violations. The Contractor and all subcontractors may be debarred for non-compliance with these provisions and such non-compliance shall constitute a material breach of this agreement.

6. COPELAND “ANTI-KICKBACK” ACT (as amended)

If this Agreement is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, Contractor must comply with the Copeland “Anti-Kickback” Act as codified in 40 U.S.C. § 3145, and the implementing amendments and regulations under 29 CFR part 3, et seq., which prohibits the Contractor and sub recipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Agreement, the Contractor agrees as follows:

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, et seq, as amended, as may be applicable, which are incorporated by reference into this contract. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week and all contracts, including all tiers of contracts with sub-contractors, subject to the Copeland Act shall contain a clause,(i.e. “The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this Agreement”), requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

b. In compliance with the amendments and implementing regulations contained in 29 C.F.R. Part 3 (as amended) incorporated herein below, the following provisions shall be complied with by the Contractor and all subcontractors, as applicable:

§ 3.1 Purpose and scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 3145), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards, and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 of 1950 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing

Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours and Safety Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§ 3.2 Definitions.

As used in the regulations in this part:

Affiliated person. The term “affiliated person” includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

Agency. The term “agency” means any Federal, State, or local government agency or instrumentality, or other similar entity, that enters into a contract or provides assistance through loan, grant, loan guarantee or insurance, or otherwise, for a project subject to the Davis-Bacon labor standards, as defined in § 5.2 of this subtitle.

1. **Federal agency.** The term “Federal agency” means an agency or instrumentality of the United States or the District of Columbia, as defined in this section, that enters into a contract or provides assistance through loan, grant, loan guarantee or insurance, or otherwise, to a project subject to the Davis-Bacon labor standards.

2. [Reserved]

Building or work. The term “building or work” generally includes construction activity of all types, as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The term includes, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, solar panels, wind turbines, broadband installation, installation of electric car chargers, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The term “building or work” also includes a portion of a building or work, or the installation (where appropriate) of equipment or components into a building or work.

1. **Building or work financed in whole or in part by loans or grants from the United States.** The term “building or work financed in whole or in part by loans or grants from the United States” includes any building or work for which construction, prosecution, completion, or repair, as defined in this section, payment or part payment is made directly or indirectly from

funds provided by loans or grants by a Federal agency. The term includes any building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

2. [Reserved]

Construction, prosecution, completion, or repair. The term “construction, prosecution, completion, or repair” mean all types of work done on a particular building or work at the site thereof as specified in § 5.2 of this subtitle, including, without limitation, altering, remodeling, painting and decorating, installation on the site of the work of items fabricated offsite, covered transportation as reflected in § 5.2, demolition and/or removal as reflected in § 5.2, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, performed by laborers and mechanics at the site.

Employed (and wages). Every person paid by a contractor or subcontractor in any manner for their labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by assistance from the United States through loan, grant, loan guarantee or insurance, or otherwise, is “employed” and receiving “wages”, regardless of any contractual relationship alleged to exist between the contractor and such person.

Public building (or public work). The term “public building (or public work)” includes a building or work the construction, prosecution, completion, or repair of which, as defined in this section, is carried on directly by authority of or with funds of a Federal agency to serve the general public regardless of whether title thereof is in a Federal agency. The construction, prosecution, completion, or repair of a portion of a building or work, or the installation (where appropriate) of equipment or components into a building or work, may still be considered a public building or work, even where the entire building or work is not owned, leased by, or to be used by the Federal agency, as long as the construction, prosecution, completion, or repair of that portion of the building or work, or the installation (where appropriate) of equipment or components into that building or work, is carried on by authority of or with funds of a Federal agency to serve the interest of the general public.

United States or the District of Columbia. The term “United States or the District of Columbia” means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, and any corporation for which all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

§ 3.3 Certified payrolls.

a. [Reserved]

b. Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, each week must provide a copy of its weekly payroll for all laborers and mechanics engaged on work covered by this part and part 5 of this chapter during the preceding weekly payroll period, accompanied by a statement of compliance certifying the accuracy of the weekly payroll information. This statement must be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages and must be on the back of Form WH-347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH-347 may be obtained from the contracting or sponsoring agency or from the Wage and Hour Division website at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The signature by the contractor, subcontractor, or the authorized officer or employee must be an original handwritten signature or a legally valid electronic signature.

c. The requirements of this section do not apply to any contract of \$2,000 or less.

d. Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

§ 3.4 Submission of certified payroll and the preservation and inspection of weekly payroll records.

a. Certified payroll. Each certified payroll required under § 3.3 must be delivered by the contractor or subcontractor, within 7 days after the regular payment date of the payroll period, to a representative at the site of the building or work of the agency contracting for or financing the work, or, if there is no representative of the agency at the site of the building or work, the statement must be delivered by mail or by any other means normally assuring delivery by the contractor or subcontractor, within that 7 day time period, to the agency contracting for or financing the building or work. After the certified payrolls have been reviewed in accordance with the contracting or sponsoring agency's procedures, such certified payrolls must be preserved by the agency for a period of 5 years after all the work on the prime contract is completed and must be produced for inspection, copying, and transcription by the Department of Labor upon request. The certified payrolls must also be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

b. Recordkeeping. Each contractor or subcontractor must preserve the regular payroll records for a period of 5 years after all the work on the prime contract is completed. The regular payroll records must set out accurately and completely the name; Social Security number; last known address, telephone number, and email address of each laborer and mechanic; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and

actual wages paid. The contractor or subcontractor must make such regular payroll records, as well as copies of the certified payrolls provided to the contracting or sponsoring agency, available at all times for inspection, copying, and transcription by the contracting officer or their authorized representative, and by authorized representatives of the Department of Labor.

§ 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

a. Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

b. Any deduction of sums previously paid to the laborer or mechanic as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

c. Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

d. Any deduction constituting a contribution on behalf of the laborer or mechanic employed to funds established by the contractor or representatives of the laborers or mechanics, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of the laborers or mechanics, their families and dependents: Provided, however, That the following standards are met:

1. The deduction is not otherwise prohibited by law;

2. It is either:

(i) Voluntarily consented to by the laborer or mechanic in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment; or

(ii) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its laborers or mechanics;

3. No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

4. The deductions must serve the convenience and interest of the laborer or mechanic.

e. Any deduction requested by the laborer or mechanic to enable him or her to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

f. Any deduction voluntarily authorized by the laborer or mechanic for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

g. Any deduction voluntarily authorized by the laborer or mechanic for the making of contributions to charitable organizations as defined by 26 U.S.C. 501(c)(3).

h. Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its laborers or mechanics provides for such deductions and the deductions are not otherwise prohibited by law.

i. Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and 29 CFR part 531. When such a deduction is made the additional records required under 29 CFR 516.25(a) must be kept.

j. Any deduction for the cost of safety equipment of nominal value purchased by the laborer or mechanic as their own property for their personal protection in their work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the contractor, if such deduction does not violate the Fair Labor Standards Act or any other law, if the cost on which the deduction is based does not exceed the actual cost to the contractor where the equipment is purchased from the contractor and does not include any direct or indirect monetary return to the contractor where the equipment is purchased from a third person, and if the deduction is either:

1. Voluntarily consented to by the laborer or mechanic in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

2. Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its laborers and mechanics.

§ 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under § 3.5. The Secretary may grant permission whenever he finds that:

- a. The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- b. The deduction is not otherwise prohibited by law;
- c. The deduction is either
 - 1. voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or
 - 2. provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- d. The deduction serves the convenience and interest of the employee.

§ 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under § 3.6 must comply with the requirements prescribed in the following paragraphs of this section:

- a. The application must be in writing and addressed to the Secretary of Labor. The application must be submitted by email to dbadeductions@dol.gov, by mail to the United States Department of Labor, Wage and Hour Division, Director, Division of Government Contracts Enforcement, 200 Constitution Ave., NW, Room S-3502, Washington, DC 20210, or by any other means normally assuring delivery.
- b. The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of § 3.6, and specifies any conditions which have changed in regard to the payroll deductions.
- c. The application must state affirmatively that there is compliance with the standards set forth in the provisions of § 3.6. The affirmation must be accompanied by a full statement of the facts indicating such compliance.
- d. The application must include a description of the proposed deduction, the purpose of the deduction, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- e. The application must state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

§ 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor will decide whether or not the requested deduction is permissible under provisions of § 3.6; and will notify the applicant in writing of the decision.

§ 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under § 3.6 are prohibited.

§ 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§ 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part must expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see § 5.5(a) of this subtitle. However, these requirements will be considered to be effective by operation of law, whether or not they are incorporated into such contracts, as set forth in § 5.5(e) of 29 C.F.R. Part 5, as amended.

c. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or other Federal awarded funds, including the American Rescue Plan Act 2021, as amended, may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12, as amended.

7. PROCUREMENT AND RECOVERED MATERIALS (as amended)

a. In the performance of this Agreement, Contractor will use its best effort to make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired – (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and including, but not limited to the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, as amended.

d. To the greatest extent practicable and to the extent consistent with law, Contractor shall provide a preference for the purchase, acquisition, or use of good, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products. The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award.

1. For purposes of this section:

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. CIVIL RIGHTS (as amended)

The Owner and Contractor hereby agree to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Owner and the Owner's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

a. Contractor agrees to comply with state and federal anti-discrimination laws, including:

1. Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. §2000d et seq.).
2. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. §794).
3. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. §12101 et seq.).
4. Age Discrimination Act of 1975, as amended, (42 U.S.C. §§6101-6107 et seq.) and the Treasury's implementing regulations at 31 C.F.R. Part 23 et seq.
5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688).
6. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
7. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and

9. The System Agency's administrative rules, as set forth in the *Texas Administrative Code*, to the extent applicable to this Agreement.

b. Contractor agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.

c. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, as amended, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

d. In particular, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

e. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

f. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

g. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

i. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

j. Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (j) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (as amended)

In compliance with 29 C.F.R. § 5.8, The Contract Work Hours and Safety Standards Act requires Contractor to comply as follows:

a. All laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any workweek. In the event of violation of this provision, the contractor and any subcontractor shall be liable for the unpaid wages and in addition for liquidated damages, computed with respect to each laborer or mechanic employed in violation of the Act in the amount of \$32 for each calendar day in the workweek on which such individual was required or permitted to work in excess of forty hours without payment of required overtime wages. Any contractor or subcontractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the head of the agency of the United States (or the territory of District of Columbia, as appropriate) for which the contract work was performed or for which financial assistance was provided.

b. Findings and recommendations of the Agency Head. The Agency Head has the authority to review the administrative determination of liquidated damages and to issue a final order affirming the determination. It is not necessary to seek the concurrence of the Administrator, but the Administrator shall be advised of the action taken. Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, and the amount of the liquidated damages computed for the contract is in excess of \$500, the Agency Head may make recommendations to the Secretary that an appropriate adjustment in liquidated damages be made or that the contractor or subcontractor be relieved of liability for such liquidated damages. Such findings with respect to liquidated damages shall include findings with respect to any wage underpayments for which the liquidated damages are determined.

c. The recommendations of the Agency Head for adjustment or relief from liquidated damages under paragraph (a) of this section shall be reviewed by the Administrator or an authorized representative who shall issue an order concurring in the recommendations,

partially concurring in the recommendations, or rejecting the recommendations, and the reasons therefor. The order shall be the final decision of the Department of Labor, unless a petition for review is filed pursuant to part 7 of this title, and the Administrative Review Board in its discretion reviews such decision and order; or, with respect to contracts subject to the Service Contract Act, unless petition for review is filed pursuant to part 8 of this title, and the Administrative Review Board in its discretion reviews such decision and order.

d. Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due under section 104(a) of the Contract Work Hours and Safety Standards Act for a contract is \$500 or less and the Agency Head finds that the sum of liquidated damages is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Contract Work Hours and Safety Standards Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, an appropriate adjustment may be made in such liquidated damages or the contractor or subcontractor may be relieved of liability for such liquidated damages without submitting recommendations to this effect or a report to the Department of Labor. This delegation of authority is made under section 105 of the Contract Work Hours and Safety Standards Act and has been found to be necessary and proper in the public interest to prevent undue hardship and to avoid serious impairment of the conduct of Government business.

e. Overtime requirements. Under the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, et seq, as amended), no contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

f. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

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

h. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (h) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (h) of this section, including any amendments and updates to these provisions.

10. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (as amended)

a. Contractor is prohibited from obligating or expending loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract to extend or renew a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

b. As described in Public Law 115-232, section 889, “covered telecommunications equipment” means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

3. Telecommunications or video surveillance services provided by such entities or using such equipment; or

4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contract may further reference Public Law 115–232, section 889, and 2 C.F.R. § 200.471. for additional information.

11. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (as amended)

If this Agreement is a “federally assisted construction contract” as defined in 41 C.F.R. Part 60-1.3, as amended, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee and except as otherwise may be provided under 41 C.F.R. Part 60, then during the performance of this Agreement, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be

limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. During the performance of this contract, the Contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each

subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance: **Provided**, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: **Provided**, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

1. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
2. Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.
3. Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.
4. Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

12. DEFAULT

In the event of a substantial failure by either Party to perform in accordance with the terms hereof, the non-defaulting Party may terminate this Agreement upon thirty (30) days' written notice setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the thirty-day period), provided that said failure is through no fault of the non-defaulting Party.

13. OWNER MAY TERMINATE WITH CAUSE.

- a. Upon the occurrence of any one or more of the following events (each, a "default"):
 1. If Contractor persistently fails to perform the Work in accordance with the Contract Documents.
 2. If Contractor disregards Legal Requirements.
 3. If Contractor disregards the authority of Owner or Owner's Representative.
 4. If Contractor makes fraudulent statements.
 5. If Contractor fails to maintain a work force adequate to accomplish the Work within the Contract Time Requirements.
 6. If Contractor fails to make adequate progress, which endangers successful or timely completion of the Contract; or
 7. If Contractor otherwise breaches any provision of the Contract Documents.
- b. Owner may, after giving Contractor (and the performance bond Surety, if any) seven (7) calendar days Written Notice, terminate in whole or in part the Contract or the Contractor's right to perform Work. Owner, at its option, may proceed with negotiation with Surety for completion of the Work. Alternatively, Owner may exclude Contractor from the Site and take possession of the Work (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds all claims, costs, losses and damages sustained by Owner arising out of or resulting from the Contractor's default and Owner's completion of the Work, including attorneys' fees and other expenses and additional Owner's Architect/Engineer fees and other expenses in connection with such completion, Owner shall pay Contractor only for the value of unpaid, conforming Work performed by Contractor prior to such termination up to but not more than such excess. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor or Surety shall pay the difference to Owner upon demand. In the event that a termination for cause is found to be wrongful, the termination shall be deemed converted to a termination without cause as set forth in Section 14 and Contractor's remedy for wrongful termination shall be exclusively limited to the recovery of the payments permitted for termination without cause as set forth in Section 14.
- c. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor and Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

14. OWNER MAY TERMINATE WITHOUT CAUSE.

Upon seven (7) calendar days' Written Notice to Contractor, Owner may, without cause and

without prejudice to any right or remedy of Owner, elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items):

- a. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination.
- b. For reasonable demobilization costs.
- c. Subject to applicable federal law, rules, and regulations, including but not limited to those in the Contract Documents, for reasonably anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on unperformed Work or unabsorbed overhead, or lost opportunity; and
- d. For all costs reasonably incurred in settlement of terminated contracts with Subcontractors, Manufacturers, Suppliers, and others, including for reasonably anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on unperformed Work or unabsorbed overhead, or lost opportunity. Contractor agrees to negotiate in good faith with Subcontractors, Manufacturers, Suppliers, and others to mitigate its and Owner's costs.

15. ACCESS TO RECORDS (as amended)

Pursuant to 2 C.F.R. §§ 200.336 and 200.337, as amended, the Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable. Further, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

16. RECORD RETENTION REQUIREMENTS (as amended)

Both Contractor and County shall retain all records, papers, and any documents pertaining to this project and all financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the Federal award for a period at least five (5) years after all ARPA Funds have been expended, or returned to the Treasury, whichever is later, per the ARPA terms, conditions, and regulations. The only exceptions are the following:

- a. All records related to ARPA shall be maintained for five (5) years per the ARPA terms, conditions, and regulations.
- b. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- c. Records for real property and equipment acquired with Federal funds must be retained for five (5) years after all ARPA Funds have been expended, or returned to the Treasury, whichever is later.
- d. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, all records related to ARPA shall be maintained for five (5) years after all ARPA Funds have been expended, or returned to the Treasury, whichever is later, per the ARPA terms, conditions, and regulations.
- e. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income shall be for five (5) years after all ARPA Funds have been expended, or returned to the Treasury, whichever is later. starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- f. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 1. If submitted for negotiation. All records related to ARPA shall be maintained for five (5) years after all ARPA Funds have been expended, or returned to the Treasury, whichever is later, per the ARPA terms, conditions, and regulations.
 2. If not submitted for negotiation. other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for five (5) years after all ARPA Funds have been expended, or returned to the Treasury, whichever is later, per the ARPA terms, conditions, and regulations.

16. CONTRACTING WITH SMALL AND MINORITY BUSINESSES (as amended)

In the performance of this contract and in accordance with 2 C.F.R. § 200.321, as amended, addressing contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, the Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

17. ENERGY POLICY AND CONSERVATION ACT (as amended)

Pursuant to 42 U.S.C. § 6201 et seq. as amended, the Contractor shall comply with the applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

18. ARPA TERMS, CONDITIONS, & RECORDS (as amended)

In compliance with Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b), and/or 603(c), as applicable, any parties whether the recipient, vendor, contractor, subcontractor etc. agrees to all terms and conditions for ARPA funding with regards to the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund. This includes and not limited to the use of funds, maintenance or and access to records, pre award costs, administrative cost, cost sharing, conflict of interest, compliance with applicable law and regulations, remedial actions, Hatch Act, false statements, publications, debts owed to the federal government, and applicable disclaimers. Records shall be maintained by Recipient for a period of five (5) years after all ARPA Funds have been expended or returned to Treasury, whichever is later.

Contractor agrees to comply with the requirements of section 603 of the Social Security Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any agreements it enters into relating to this project, including, as applicable:

- a. 31 C.F.R. part 35, as amended, particularly, section 35.9, Compliance with applicable laws.
- b. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), as amended, and implementing regulations.
- c. New Restrictions on Lobbying, 31 C.F.R. Part 21, as amended.
- d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20, as amended.
- e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, as amended, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

f. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

g. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

h. Contractor and subcontractors must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

i. OWNER and Contractor, including all subcontractors, shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient/OWNER in order to conduct audits or other investigations. Records shall be maintained by Recipient/OWNER and Contractor, including all subcontractors, for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

j. Contractor hereby acknowledges and shall comply, to the extent applicable, with the federal regulations that govern this contract including, but is not limited to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712 (as amended), Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress.
2. An Inspector General.
3. The Government Accountability Office.
4. A Treasury employee responsible for contract or grant oversight or management.
5. An authorized official of the Department of Justice or other law enforcement agency.

6. A court or grand jury; or

7. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), as amended, Recipient/OWNER should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Reducing Text Messaging While Driving. Pursuant to Executive Order 12512, 74 FR 51225 (Oct. 6, 2009), as amended, Recipient/OWNER should encourage its employees, sub recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

19. CONTRACTOR'S INTELLECTUAL PROPERTY

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, as amended, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. In the performance of this contract and pursuant to 37 C.F.R. § 401, the Contractor shall retain all intellectual property rights over the design of its systems and equipment. The County is engaging Contractor to construct a Burnet County Mental Health Extended Observation Unit (EOU)/Crisis Residential Unit (CRU) Facility and the development of any patentable designs or methods are purely incidental to the contract. Despite the foregoing, the County shall have the right to retain copies of the specifications and drawings (including "as-builts") of work performed under this contract.

20. ARPA Performance Period

Burnet County has received funds from the United States Department of the Treasury (the "Treasury") pursuant to the Coronavirus State and Local Fiscal Recovery Fund under CFDA 21.027 ("ARPA Funds"), under Section 602 and 603 of Title VI the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") (Subtitle M of Title IX of Public Law 117-2); and Burnet County has allocated ARPA Funds to provide funding for appropriate and qualifying expenditures as allowed under the Treasury Guidance Interim Final Rule "Coronavirus State and Local Fiscal Recovery Funds".

The period of performance, as required for the construction of this Project as described in this CSP and Contract Documents, shall commence on issuance of Notice to Proceed, and end on or before December 31, 2025, subject to the final Project closeout which MUST be completed by December 31, 2026, in compliance with the ARPA's Final Rule,

as amended, unless the Project Agreement is terminated earlier on any grounds or the deadline is extended by a change in ARPA rules.

Further, unless Burnet County otherwise expressly approves for future Project related expenses within the confines of ARPA eligibility, all received/held yet unutilized funds, remaining as of the earlier of the date of actual termination or December 31, 2025, must be returned to Burnet County. Any monies received from Burnet County for this Project that are found by Burnet County and/or a federal/state agency, to be ineligible under ARPA, erroneously or intentionally misappropriated, and/or improperly applied under the terms herein, shall be refunded to Burnet County within a reasonable deadline stated on a written demand by Burnet County. Burnet County reserves the right, without incurring a breach herein, to withhold any and all remaining payments, and to pursue any and all legal remedies, in relation to such clawback of ARPA Funds, as well as in the event of any other uncured breach of the terms herein.

21. Hatch Act.

Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) as amended, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

22. Publications.

Any publications produced with funds from this award must be solely with Burnet County's permission and must display the following language: "This project is being supported, in whole or in part, by ARPA (SLFRF) funds awarded to Burnet County by the U.S. Department of the Treasury."

23. Executive Order 13224

Contractor certifies that it is not listed in the prohibited vendor list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury Office of Foreign Assets Control.

24. Miscellaneous

THE GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, INCORPORATED INTO THIS AGREEMENT CONTAIN PROVISIONS THAT MAY RELIEVE ONE PARTY FOR RESPONSIBILITY IT WOULD OTHERWISE HAVE UNDER THE LAW FOR DAMAGES OR OTHER LIABILITY ARISING OUT OF THE WORK.

EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT, THE GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, AND ALL OTHER CONTRACT DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND ALL CONTRACT DOCUMENTS; THAT IT HAS IN FACT READ THIS AGREEMENT AND ALL CONTRACT DOCUMENTS AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED OR VOLUNTARILY CHOSEN NOT TO RECEIVE THE ADVICE OF ITS ATTORNEY IN ENTERING

INTO THIS AGREEMENT; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS AGREEMENT AND THE CONTRACT DOCUMENTS RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEMENT OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS".

CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this section:

- a. Corrupt Practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official or its employees in the proposal process or in the Contract execution.
- b. Fraudulent Practice means an intentional misrepresentation of facts made (a) to influence the proposal process or the execution of the Contract to the detriment of OWNER, (b) to establish Proposal or Contract prices at artificial noncompetitive levels, or (c) to deprive OWNER of the benefits of free and open competition.
- c. Collusive Practice means a scheme or arrangement between two or more Proposers, with or without the knowledge of OWNER, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and
- d. Coercive Practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

No assignment by a party hereto of any rights or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

OWNER and CONTRACTOR each bind itself, its officers, directors, shareholders, partners, members, successors, assigns, and legal representatives to the other party hereto, its officers, directors, shareholders, partners, members, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision or part thereof of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions or parts thereof shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision or part thereof.

This Agreement and the Contract Documents shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Burnet County, Texas.

This Agreement and the Contract Documents contains the entire agreement between the parties and correctly sets forth the rights, duties and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement and/or the Contract

Documents will be of no force or effect excepting a subsequent written modification executed by both parties.

No provision of this Agreement and/or the Contract Documents shall affect or waive any sovereign or governmental immunity available to the OWNER Burnet County and/or its elected officials, officers, employees, and agents under Federal or Texas law nor waive any defenses or remedies at law available to the County and/or its elected officials, officers, employees, and agents under Federal or Texas law.

No waiver of any provision of this Agreement and/or the Contract Documents will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement; nor will the waiver of any default under this Agreement and/or the Contract Documents be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement and/or Contract Documents or covenant by any party or their respective heirs, successors, or assigns, whether any violations thereof are known or not, will not constitute a waiver or estoppel of the right to do so.

The headings of Sections of this Agreement and/or Contract Documents are for convenience only and have no effect on a party's responsibilities or liabilities.

In the event that OWNER/Burnet County, Texas, shall be prevented from performing any of its obligations due under the terms of this agreement by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that party shall be excused from any further performance of the obligations and undertakings set forth under the terms of this Agreement and/or Contract Documents.

Contractor, in the performance of its duties hereunder, shall be an independent contractor only, and not an agent, employee, partner or joint venture of or with Owner, and nothing herein shall be deemed to create or imply any relationship other than that of independent contractor.

To the fullest extent allowed by law, Contractor agrees to and shall indemnify and hold harmless the OWNER Burnet County, Texas, its elected officials, duly appointed officers, agents and employees from and against all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Contractor's agents or employees in the performance of this Agreement and/or Contract Documents.

Each Party acknowledges and agrees that its signatories herein have full authority to execute this Agreement and/or Contract Documents and to legally bind the respective Party to this Agreement and/or Contract Documents.

Contractor shall comply with all ARPA related laws, rules, guidance, and regulations, whether or not expressly stated herein.

Signed & Certified By:

Signature

Printed Name

Title

Name of Contractor Company

Date Signed & Certified

Enter your SAM Unique Entity ID: _____

If you do not have a SAM Unique Entity ID, you will need to provide one prior to award.

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH PROPOSAL

BYRD ANTI-LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000. Further, each tier certifies to the tier above that the receipt and use of appropriated funds or other funds under the contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which also restricts lobbying expenditures.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

Date

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH PROPOSAL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for CSP (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	Status of Federal Action: _____ a. CSP/offer/application _____ b. initial award _____ c. post-award	Report Type: _____ a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> :	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<p align="center">Federal Use Only</p>	<p align="center">Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF

KNOW ALL MEN BY THESE PRESENTS: That _____(Contractor)

of the City of _____, County of _____, and State
of Texas, as Principal, and

authorized under the Laws of the State of Texas to act as surety on bonds for principals,
as Surety, are held and firmly bound unto Burnet County (Obligee), in the
penal sum of _____ Dollars
(\$ _____) for the payment whereof, the said Principal and Surety bind

themselves, and their heirs, administrators, executors, successors and assigns, jointly
and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner,
dated the _____ day of _____, 20____, for construction of:
(the "Contract").

which Contract is hereby referred to and made a part hereof as fully and to the same
extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
said Principal shall faithfully perform said Contract and shall in all respects duly and
faithfully observe and perform all and singular the covenants, conditions and agreements
in and by said Contract agreed and covenanted by the Principal to be observed and
performed, within the time provided therein and any extensions thereof that may be
granted by the Owner, and during the life of any guarantees or warranties contained in or
required under said Contract, and shall also well and truly perform all the undertakings,
covenants, terms, conditions and agreements of any and all modifications of said Contract
that may hereafter be made, then this obligation shall be void; otherwise to remain in full
force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter
2253 of the Texas Government Code as amended and all liabilities on this bond shall be
determined in accordance with the provisions of said statute to the same extent as if it
were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Contract, or to work performed thereunder, or the
plans, specifications, or drawings, accompanying the same, shall in anyway affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the Contract, or the work to be performed
thereunder.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract, the Obligee having performed Obligee's obligations, thereunder, the Surety may promptly remedy the default, or shall promptly complete the Contract in accordance with its terms and conditions.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 20__.

Principal

Surety

BY:

BY:

TITLE:

TITLE:

ADDRESS:

PHYSICAL ADDRESS:

MAILING ADDRESS FOR NOTICE OF CLAIMS:

TELEPHONE:

LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION
NUMBER:

The name and address of the Resident Agent of Surety is:

STATUTORY PAYMENT BOND

STATE OF TEXAS

COUNTY OF

KNOW ALL MEN BY THESE PRESENTS: That _____ (Contractor)
of the City of _____, County of _____, and State
of Texas, as Principal, and

authorized under the Laws of the State of Texas to act as surety on bonds for principals,
as Surety, are held and firmly bound unto Burnet County (Obligee), in the
penal sum of _____ Dollars
(\$ _____) for the payment whereof, the said Principal and Surety bind

themselves, and their heirs, administrators, executors, successors and assigns, jointly
and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner,
dated the _____ day of _____, _____, for construction of:
20

- (the "Contract").

which Contract is hereby referred to and make a part hereof as fully and to the same extent
as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the
said Principal shall pay all claimants supplying labor and material to him or a Sub-
Contractor in the prosecution of the work provided for in said Contract, then, this obligation
shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Chapter
2253 of the Texas Government Code as amended and all liabilities on this bond shall be
determined in accordance with the provisions of said statute to the same extent as if it were
copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Contract, or to work performed thereunder, or the
plans, specifications, or drawings, accompanying the same, shall in anyway affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the Contract, or the work to be performed
thereunder.

Whenever Principal shall be and declared by Obligee to be in default under the Contract,
the Obligee having performed Obligee's obligations, thereunder, the Surety may promptly
remedy the default, or shall promptly complete the Contract in accordance with its terms

and conditions.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 20__.

Principal

Surety

BY:

BY:

TITLE:

TITLE:

ADDRESS:

PHYSICAL ADDRESS:

MAILING ADDRESS FOR NOTICE
OF CLAIM:

TELEPHONE:

LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION
NUMBER:

The name and address of the Resident Agent of Surety is:

BEFORE ME, the undersigned authority, on this day personally appeared

- _____ ,
Affiant
who being by me duly sworn on his oath stated that he/she is _____
Title
of _____,
Contractor's Company Name

the Contractor named and referred to within the Contract Documents; that he/she is fully competent and authorized to give this affidavit on behalf of Contractor, and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now in effect and will be in effect during the periods required by the Contract.

Affiant's Signature

SWORN AND SUBSCRIBED before me on _____
Date

Notary Public in and for the State of TEXAS

Print or type Notary Public name

My Commission Expires: _____
Expiration Date

GC 2274 CERTIFICATION FORM
FIREARM ENTITIES AND TRADE ASSOCIATIONS
DISCRIMINATION CERTIFICATION

I, _____ the undersigned representative of

_____ (Company or business name)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2274 verify that this company or business (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

APPLICABILITY: This clause applies only to a contract that:

- (1) is between a governmental entity and a company with at least 10 full-time employees; and
- (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH CSP

PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION

1. Payment

A. Classification Definitions, Building

Definitions for Building Construction classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor. <https://sam.gov/content/wage-determinations>

B. Minimum Wages

Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction. Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, CONTRACTOR shall submit to OWNER rates and classification proposed for use, for approval, prior to performance of the Work.

NOTE: The terms journeyman and apprentice apply to both union and independent workers and are not intended to imply that these positions are union workers only.

All laborers and mechanics, including any level subcontractor, working upon the Work for this Project shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates described herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Highway-Heavy wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. Davis Bacon wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers.

C. Overtime Requirements

No CONTRACTOR, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours in excess of forty hours in such workweek.

D. Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990, and Contractor will indemnify and hold Owner harmless for any failure to so comply and any discrimination for which Contractor may be charged.

2. Apprentices

Locally & Federally Funded Projects

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as stated in the registered apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for Work employee actually performed. CONTRACTOR, Subcontractor, or Sub-subcontractor shall furnish to OWNER written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction prior to using any Apprentices or Trainees on this Contract.

3. Withholding of Payments

OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments as necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this Contract, OWNER may, after Written Notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made. Payments may also be withheld if CONTRACTOR fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner.

4. Payrolls

A. CONTRACTOR shall keep records showing:

1. the name and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work;
2. the actual per diem wages paid to each worker; and
3. Employee Certification. CONTRACTOR, Subcontractor, and Sub-subcontractor shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified by the U.S. Department of Labor for Burnet County, Texas Building Construction and Highway Heavy Wage Rate Schedule(s). If work performed by worker is different than the classification agreed upon, the worker shall be paid no less than the minimum wage for work performed.

B. The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner within two (2) working days. Payrolls

relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work.

C. A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by CONTRACTOR or subcontractor shall accompany payrolls required by Owner. The Statement of Compliance letter shall identify but is not limited to:

1. name of signatory party and title,
2. name of project, payroll period, and
3. name of CONTRACTOR or Subcontractor. The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.

5. Complaints and Penalties

A public body awarding a contract, and an agent or officer of the public body, shall, take cognizance of complaints of all violations of Chapter 2258 Texas Government Code Title 10 or applicable Federal Statutes committed in the execution of the contract; and withhold money forfeited or required to be withheld under this chapter from the payments to the CONTRACTOR under the contract. A CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, sixty dollars (\$60) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of County contracts.

6. Area Practice

A. Building Construction Rates shall be used on this Project,

1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be "habitable" to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project's classification.

2. The determination of Building Construction Wage Rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.

7. Texas Public Information Act

Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, any and all documents submitted to the County of Burnet become Public Records and are, therefore, subject to public disclosure.

"General Decision Number: TX20240007 01/05/2024

Superseded General Decision Number: TX20230007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Burnet, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at

|after January 30, 2022: | 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 |. Executive Order 13658
| or between January 1, 2015 and | generally applies to the
| January 29, 2022, and the | contract.
| contract is not renewed or |. The contractor must pay
all | covered workers at least
| extended on or after January | \$12.90 per hour (or the
| 30, 2022: | 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

Broom or Sweeper.....	\$ 11.04	**
Concrete Pavement		
Finishing Machine.....	\$ 15.48	**
Crane, Hydraulic 80 tons		
or less.....	\$ 18.36	
Crane, Lattice Boom 80		
tons or less.....	\$ 15.87	**
Crane, Lattice Boom over		
80 tons.....	\$ 19.38	
Crawler Tractor.....	\$ 15.67	**
Directional Drilling		
Locator.....	\$ 11.67	**
Directional Drilling		
Operator.....	\$ 17.24	
Excavator 50,000 lbs or		
Less.....	\$ 12.88	**
Excavator over 50,000 lbs...	\$ 17.71	
Foundation Drill, Truck		
Mounted.....	\$ 16.93	**
Front End Loader, 3 CY or		
Less.....	\$ 13.04	**
Front End Loader, Over 3 CY.	\$ 13.21	**
Loader/Backhoe.....	\$ 14.12	**
Mechanic.....	\$ 17.10	**
Milling Machine.....	\$ 14.18	**
Motor Grader, Fine Grade....	\$ 18.51	
Motor Grader, Rough.....	\$ 14.63	**
Pavement Marking Machine....	\$ 19.17	
Reclaimer/Pulverizer.....	\$ 12.88	**
Roller, Asphalt.....	\$ 12.78	**
Roller, Other.....	\$ 10.50	**
Scraper.....	\$ 12.27	**
Spreader Box.....	\$ 14.04	**
Trenching Machine, Heavy....	\$ 18.48	
 Servicer.....	 \$ 14.51	 **
 Steel Worker		
Reinforcing.....	\$ 14.00	**
Structural.....	\$ 19.29	
 TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Traffic Signal/Light Pole		
Worker.....	\$ 16.00	**

TRUCK DRIVER

Lowboy-Float.....	\$ 15.66	**
Off Road Hauler.....	\$ 11.88	**
Single Axle.....	\$ 11.79	**
Single or Tandem Axle Dump Truck.....	\$ 11.68	**
Tandem Axle Tractor w/Semi Trailer.....	\$ 12.81	**

WELDER.....\$ 15.97 **

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

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** 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/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION"

CSP SUBMITTAL INSTRUCTIONS

RETURN SEALED PROPOSAL TO THE FOLLOWING ADDRESS:

Burnet County Purchasing Office
Karin Smith
133 E. Jackson St.
Burnet, Texas 78611

OR SUBMITTED ELECTRONICALLY TO:

bids@burnetcountytexas.org

LATE PROPOSALS WILL NOT BE ACCEPTED

BURNET COUNTY RETURN LABEL

<u>INVITATION TO CSP</u>	
CSP NO.:	25-4090-01
DUE DATE & TIME:	OCTOBER 29, 2024, 2:00 PM CST
OPENING DATE & TIME:	OCTOBER 29, 2024, 2:00 PM CST
CSP DESCRIPTION:	<i>BURNET COUNTY ANNEX RENOVATION/EXPANSION</i>
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

**PLEASE CUT OUT AND AFFIX THE PROPOSAL LABEL
ABOVE TO THE OUTER MOST ENVELOPE OF YOUR
RESPONSE**