



Bastrop County

REQUEST FOR BIDS

Bid Reference Number: RFB 25BCP10C

Project Title: Emergency Generator Purchase and Installation

Bid Closing Date: 2 :00 P.M. (CST), October 14, 2025

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|---|----------|
| Table of Contents | Page 2 |
| Request for Bids | |
| (1) Introduction..... | Page 3 |
| (2) Definitions..... | Page 3 |
| (3) General Information..... | Page 4 |
| (4) RFB Withdrawals and/or Amendments..... | Page 6 |
| (5) Bid Submittal Requirements..... | Page 6 |
| (6) Bid Evaluation and Contract Award..... | Page 7 |
| Appendix A – Scope of Services | |
| Project Title..... | Page 9 |
| (1) Scope of Services Contact..... | Page 9 |
| (2) Bid Evaluation Factors..... | Page 9 |
| (3) Key Events Schedule..... | Page 9 |
| (4) Scope of Services..... | Page 9 |
| (5) Bid Sheet – Bid Specifications and drawings..... | Page 10 |
| Appendix B – Bid | |
| Bid Verification..... | Page 51 |
| I Contract Award Information | |
| (1) Term of Contract..... | Page 52 |
| (2) Federal, State and/or Local Identification Information..... | Page 52 |
| II Contract Terms and Conditions | |
| (1) Standard Terms and Conditions..... | Page 52 |
| RFB Acknowledgement Form | Page 64 |
| Appendix C – Form CIQ | Page 65 |
| Appendix D – Statement of Bidder’s Qualifications | Page 67 |
| Appendix E – Certificate of Interested Parties (Form 1295) | Page 70 |
| Appendix F – HB 89 Verification Form | Page 73 |
| Appendix G – Bastrop County Section 3 Resolution | Page 74 |
| Appendix H – Federal Labor Standards Provisions | Page 79 |
| Appendix I – Prevailing Wage Rates | Page 91 |
| Appendix K – Contractor’s Local Opportunity Plan | Page 98 |
| Appendix L – Non-collusion Affidavit of Prime Bidder | Page 100 |
| Appendix M – Contractor Certifications – Civil Rights | Page 101 |
| Appendix N – Nondiscrimination on the Basis of Disability | Page 102 |
| Appendix O – Byrd Anti-Lobbying Amendment | Page 103 |

Bastrop County

Request for Bids

1. Introduction

- A. Project Overview: Bastrop County is requesting Bids with the intent of awarding a contract for the services contained in Appendix A – Scope of Services.
- B. RFB Questions:
- i. RFB Clarifications: All questions related to requirements, processes or scope of work for this RFB should be submitted in writing to the Purchasing Agent identified in section 2 below. The County is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a Bid, of any portion of the Bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
 - ii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFB will be issued in writing by addendum and will be uploaded to the Bastrop County website (<http://www.co.bastrop.tx.us/page/pur.Bids>). All such addenda issued by County prior to the submittal deadline shall be considered part of the RFB. The County shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iii. Acknowledgement of Addenda: The Bidders must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the County of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFB. The County shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in Appendix C.
- E. Certificate of Interested Parties (1295 Form): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2252, Subtitle F, Title 10, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). A sample form and instruction sheet can be found in Appendix D.
- F. House Bill 89 Verification Form: A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2270 Section 1, Subtitle F, Title 10, Section 2270.001 to submit a verification form to the County. This Chapter reads “Prohibition on Contracts with Companies Boycotting Israel”. This form is found in Appendix E.
- G. Texas Senate Bill 13 (Sb 13): Energy Company Boycotts: If contractor is required to make a verification pursuant to section 2274.002 of the Texas Government Code, contractor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. If contractor does not make that verification, contractor must indicate in its response and state why the certification is not required.

- H. Texas Senate Bill 19 (Sb 19): Firearm Entities And Trade Associations Discrimination: If contractor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, contractor verifies that it (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 contractor does not make that verification, contractor must so indicate in its Response and state why the verification is not required.
- I. 2 CFR 200: In accordance with PART 200 of the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, Bastrop County follows the procurement standards in the Code of Federal Regulations of 2 CFR 200.317 – 2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds.

2. Definitions

Bid: The signed and executed submittal of the entirety of Appendix B – Bid.

Bidders: The Bidder and the Bidder's designated contact signing the first page of the Bid.

County of Bastrop ("County"): The County of Bastrop, Texas.

Bastrop County Purchasing Office: The Bastrop County Purchasing Office is located at 1041 Lovers Lane, Bastrop County 78602. PH: (512) 581-7110; Fax: (512) 581-4228.

Project: The name is identified on the cover sheet and first page of Appendix A – Scope of Services.

Purchasing Agent: Bastrop County Purchasing Agent is Leon Scaife:

Phone: (512) 581-7110

E-Mail: leon.scaife@co.bastrop.tx.us

Request for Bid (RFB): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A – Scope of Services.

3. General Information

- A. Tax Exempt Status: County purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. County will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Bids: The County strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFB information. Bids are not available for public inspection until after the contract award. If the Bidders has notified the County, in writing, that the Bid contains trade secrets or confidential information, the County will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the County be liable for disclosure of such information by the County in response to a request, regardless of the County's failure to take any such reasonable steps, even if the County is negligent in failing to do so.
- C. Legal Relations and Responsibilities: Bidders shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of the contract. The County shall have full and complete access to all records, documents and information collected and/or maintained by Bidders in the course of the administration and performance of the Contract. This information shall be made accessible at Bidder's local place of business in the County's jurisdiction, for purposes of inspection, reproduction and audit without restriction.

- D. Application: These standard terms and conditions shall apply to all County of Bastrop (hereafter “County” or “Owner”) solicitations and procurements, unless specifically accepted in the solicitation specifications.
- E. Requirements: By submitting a Bid, the Bidders agrees to provide the County of Bastrop with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon Bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Bid opening.
- F. Legal Compliance: Bidders must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation. Bidders certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Right to Refuse Bid: The County reserves the right to refuse any and/or all parts of any and or/all Bids and to waive formalities in the best interest of the County. Bastrop County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.
- H. Estimated Quantities: If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the County’s best estimate, based on past history and anticipated purchases.
- I. Independent Consulting Firm: Bidders agrees that Bidders and Bidder’s employees and agents have no employer-employee relationship with County. Bidders agrees that if Bidders is selected and awarded a contract, County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will County furnish any medical or retirement benefits or any paid vacation or sick leave.
- J. Assignments: The rights and duties awarded the successful Bidders shall not be assigned to another without the written consent of the Bastrop County Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- K. Liens: Bidders shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Bidders or Bidder’s vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.
- L. Gratuities/Bribes: Bidders certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidders, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFB or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- M. Financial Participation: Bidders certifies that it has not received compensation from the County to participate in preparing the specifications or RFB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- N. Responsiveness of Bids: The County desires to receive competitive Bids, but will declare any Bid “non-

responsive” if they fail to meet the significant requirements outlined in this solicitation document.

- O. Discrepancies and Errors: In the case of a discrepancy between the unit price and invoice price, the Bid price (Price per cubic yard) will prevail. The unit-based price of a Bid that has been opened may not be changed for the purpose of correcting an error in the Bid price.
- P. Identical Bids: In the event two or more identical Bids are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 2.62.027(b).
- Q. Withdrawal of Bids: Bidder may withdraw any submitted Bid prior to the Bid submission deadline. Bidder may not withdraw once the Bids have been publicly opened, without the approval of the County’s Purchasing Agent. Bidder will be allowed to withdraw Bids that contain substantial mathematical errors in extension. However, once a Bid has been withdrawn, it can no longer be considered.
- R. Disqualification of Bidders: The County may disqualify Bidder, and their Bid not be considered, for any of the following reasons: Collusion among Bidder; Bidder’s default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price Bid; Bidder’s lack of financial stability; any factor concerning the Bidder’s inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; Bidders involved in a current or pending lawsuit with the County; Bidder’s attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and Bidder’s attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.
- S. Waiver of Formalities: County reserves the right to reschedule, extend, or cancel this RFB at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFB and may consider submissions not made in compliance with this request for Bid if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration. The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Bids.
- T. Outstanding Liabilities: Bidder shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Bid will be considered non-responsive and not given further consideration if submitted by a Bidder with such outstanding liabilities.
- U. Offset: The County may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.
- V. Solicitation Results: The County normally posts solicitation results on-line after Bids are received and approved in Commissioner’s Court. The County’s website is www.co.bastrop.tx.us. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.
- W. Control of The Work: Bidders shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for Bid. Bidders must obtain written approval from Bastrop County before deviating from the scope of work provided in this request for Bids. Failure to promptly notify Bastrop County of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.
- X. Cost of Bid: The cost of submitting a Bid shall be borne by the Bidder, and the County will not be liable for any costs incurred by a Bidders responding to this solicitation.

- Y. 2 CFR 200: Bastrop County follows the procurement standards in 2 CFR 200.317 – 2 CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds. All attempts are made to adhere to these policies and procedures and updates are made as needed. The entirety of the language found in 2 CFR 200.317 – 2 CFR 200.327 may not be applicable in all instances, programs, and/or situations. The entirety of 2 CFR 200 applies to Federally funded programs/projects and are agreed upon by the contract awardee without exception.

4. RFB Withdrawals and/or Amendments

- A. RFB Withdrawal: The County reserves the right to withdraw this RFB for any reason.
- B. RFB Amendments: The County reserves the right to amend any aspect of this RFB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidder that have registered with the County, but failure to notify shall impose no obligation or liability on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Bidders is responsible for incorporating any and all modifications and addendums into their Bids.

5. Bid Submittal Requirements

- A. Submittal Packet – Required Content: Bidders shall submit one (1) signed original bid. This submittal packet shall be submitted in a sealed envelope with the completed and signed forms and documents listed in Appendix B – Bid Verification (Page 48).
- B. Submittal Deadline: The deadline for submittal of Bid is 2:00PM (CST) October 14, 2025. It is the Bidder's responsibility to have the bid correctly marked and hard copies delivered to the Bastrop County Purchasing Office. No extensions will be granted, and no late bids will be accepted.
- C. Bids Received Late: Bidders are encouraged to submit their bid as soon as possible. The time and date of receipt as recorded in the Bastrop County Purchasing Office shall be the official time of receipt. The County is not responsible for late delivery of mail or other carriers. Late bids will not be considered under any circumstances.
- D. Alterations or Withdrawals of Bid: Any submitted Bid may be withdrawn or a revised Bid substituted if a written notice is submitted to the Bastrop County Purchasing Office prior to the submittal deadline. Any interlineations, alteration, erasure or other amendment made before the submittal deadline, must be signed or initialed by the Bidders or the Bidder's authorized agent, guaranteeing authenticity. Bids cannot be altered, amended or withdrawn by the Bidders after the submittal deadline.
- E. Bid Format: All Bids must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. All Bids shall be mailed or hand delivered to Bastrop County. Any other format (via telephone, fax, email, etc.) shall be rejected by the County.
- F. Validity Period: Once the submittal deadline has passed, any Bid shall constitute an irrevocable Bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid on the terms set forth in the Bid, such Bid to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the County.

6. Bid Evaluation and Contract Award

- A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed bids, in accordance with Chapter 262 of the Texas Local Government Code and with the County's purchasing policy. Bastrop County will score all eligible respondents based on the Bid evaluation factors listed in Appendix A. A contract will be awarded to the most qualified

Bidder that meets all evaluation factors of this request for Bid and provides or meets all requirements set forth by Bastrop County in this RFB. The selected Bidders must NOT be debarred from any federal and/or state agency and Bastrop County will conduct a review of the Bidder's status on SAM.Gov. The Bastrop County Commissioners' Court will make the final selection and award. **The County has the right to reject any and/or all Responses.**

- B. Completeness: If the Bid is incomplete or otherwise fails to conform to the requirements of the RFB, County alone will determine whether the variance is so significant as to render the Bid non-responsive, or whether the variance may be cured by the Bidders or waived by the County, such that the Bid may be considered for award.
- C. Ambiguity: Any ambiguity in the Bid as a result of omission, error, lack of clarity or non-compliance by the Bidders with specifications, instructions and all conditions shall be construed in the favor of the County. In the event of a conflict between these standard RFB requirements and details provided in Appendix A – Scope of Services or Appendix B – Bid, the Appendices shall prevail.
- D. Controlling Document: In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.
- E. Unit based price Prices and Extensions: If unit based prices and their extensions do not coincide, the County may accept the price most beneficial to the County, and the Bidders will be bound thereby.
- F. Firm Prices: Unless otherwise stated in the specifications, Bidder's prices remain firm for 90 days from date of Bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 90 days of Bid opening, the CONTRACTOR and the County may mutually agree to extend the firm price period.
- G. Additional Information: County may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this RFB.
- H. Partial Contract Award: County reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidder based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of County.
- I. Debarment: The selected Bidders must **NOT** be debarred from any federal and/or state agency and Bastrop County will conduct a review of the Bidder's status on SAM.Gov. The Bastrop County Commissioners' Court will make the final selection and award. The County has the right to reject any and/or all Responses.

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Appendix A – Scope of Services

Project Title: Emergency Generator Purchase and Installation

1. **Scope of Services Contact:**

Questions about the technical nature of the Scope of Services, etc. may be directed to Bastrop County Purchasing Agent, Leon Scaife through e-mail at leon.scaife@co.bastrop.tx.us

2. **Bid Evaluation Factors:**

| Bid Price | Factor |
|-----------|--|
| Lump Sum | Cost to complete all work within Appendix A (to include the cost of insurance and bonds) |

3. **Key Events Schedule:**

| | |
|---|------------------------|
| Bid Release Date | September 24, 2025 |
| Deadline for Submittal of Written Questions | 5 PM, October 8, 2025 |
| Sealed Bids Due to and Opened by County | 2 PM, October 14, 2025 |
| Anticipated Award Date | October 2025 |

4. **Scope of Services:**

Project Overview:

Bastrop County is requesting bids for the purchase and installation of one fixed-place emergency generator and all associated electrical infrastructure required to ensure the Bastrop County Community Center has a reliable power source during emergency shelter operations. The project activities will also include the installation of a stationary power unit with a distribution panel, an automatic transfer switch, construction of a new 8.5' x 16' concrete pad used to mount and support the generator, and the construction of an anti-climbed chain link security fence. The security fence must adhere to critical safety and security specifications for proper ventilation, clearance, and access control. The materials and design should prevent unauthorized entry while complying with national and local codes like the National Electrical Code (NEC) and National Fire Protection Association (NFPA) standards. The security fence shall be a minimum height of seven (7) feet. An access gate must be lockable to prevent unwanted entry. The security fence shall be bonded to the grounding system and covered by the grounding grid's coverage area. There must be clear space around the generator according to the manufacturer's instructions and NFPA guidelines.

Due to possible long lead times Bastrop County will pay Contractor for all material orders requiring a deposit or full payment at time of ordering. In order for Bastrop County to approve deposit or full payment request, the Contractor SHALL supply Bastrop County with proof of payment to accompany the pay application.

Contract award will be based on the lump sum total bid, however this project is being funded in part by Federal funds and therefore a cost breakdown must be provided by the submitting vendor to show how the vendor arrived at the lump sum total. The official bid sheet is on following page.

BID SHEET - RFB 25BCP10C

| Project Costs | Unit Qty | Unit of Measure | Unit Cost | Cost Estimate |
|--|----------|-----------------|-----------|---------------|
| 350kW Fixed Generator with 774 Gallon Tank & Transfer switch | 1 | each | | |
| Conduit, buried, 2-1/2" PVC, concrete encased | | linear feet | | |
| Conduit in building, 2-1/2" EMT | | linear feet | | |
| Wire | | linear feet | | |
| Concrete pad including prep, base, labor | | cubic yard | | |
| Security Fencing | | each | | |
| Mobilization | 1 | each | | |
| COST OF BONDS (PAYMENT / PERFORMANCE) | 2 | each | | |

| | |
|----------------------------|-----------|
| Total Project Costs | \$ |
|----------------------------|-----------|

| ESTIMATED # OF DAYS TO COMPLETE THE PROJECT | Days | # |
|---|------|---|
|---|------|---|

#

AVAILABLE START DATE: _____ (Day) _____ (Month), 2025

Authorized Signatory: _____

Date: _____

SECTION 26 32 13 - EMERGENCY GENERATORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Provide an emergency power system for emergency egress lighting, fire alarm system, emergency elevator operation, and other emergency power loads required.
- B. Provide all labor, materials, and equipment as necessary to complete all work as indicated on the drawings, and as specified herein.
- C. Products supplied but not installed under this section. Products shall be turned over to the Owner.
 - 1. Emergency generator system equipment as follows:
 - a. Complete set of all special tools required to operate and service the equipment as recommended by the manufacturer for field maintenance.
 - b. One oil filter replaceable element.
 - c. One air filter replaceable element.
- D. Related Sections:
 - 1. Division 1 - General Requirements
 - 2. Applicable sections of Division 16 - Electrical
 - 3. For emergency generators: Fuel gas piping, exhaust gas piping, flexible pipe connections, cooling air duct work, assembling generator accessories.
- E. Power Source: Provide an on-site engine-generator set to generate power for distribution to emergency and standby loads by the emergency power distribution system. Engine-generator set shall be constructed of all-new components.
- F. Transfer: Power to emergency loads shall be automatically transferred from normal utility power to the emergency engine generator upon loss of normal power. Transfer and assumption of load shall occur in ten (10) seconds or less. Loads shall be automatically retransferred upon restoration of normal source.
- G. Distribution System: Distribution equipment devices, and circuits shall be provided as required to distribute power to emergency loads.
- H. Emergency response time from the Generator manufacturer/installer shall be available within 4 hours.

1.3 REFERENCES

- A. Emergency generators shall be in accordance with the latest applicable standards as recommended by, SAE, IEEE, and ANSI/NEMA MG-1 Motors and Generators.

1.4 SUBMITTALS

A. Shop Drawings:

1. Emergency generator systems including:
 - a. Engine-generator set and foundation requirements.
 - b. Auxiliary and remote equipment.
 - c. Make of engine, number of cylinders, compression ratio, bore and stroke, cylinder displacement, and speed.
 - d. Make of generator, electrical rating, number and type of bearings, and exciter type.
2. Plan and elevation views with overall and interconnection point dimensions, fuel consumption rate curves at various loads, ventilation and combustion air requirements, and electrical diagrams including schematic and interconnection diagrams.
3. Product data showing dimensions, weights, ratings, interconnection points, and internal wiring diagrams for engine, generator, control panel, battery, battery rack, battery charger, exhaust silencer and vibration isolators.
4. Installation instructions.
5. Name, location and phone number of nearest authorized distributor/service facility.
6. Sequence of Operation - Manufacturer shall prepare a detailed, typewritten sequence of operation and submit as part of the approval documents. Final approved sequence of operation shall be permanently encapsulated in plastic laminate and permanently attached to the equipment. Format shall be 8½" x 11" or 11" x 17" as appropriate.
7. Include schematic one-line diagram with appropriate symbols and nomenclature properly referenced to text.

B. Product Data:

1. Specification Review: A complete item by item, line by line specification review.
2. Output current Amperes and electrical kW rating of engine-generator set.
3. Brake horsepower rating of engine.
4. Fuel consumption at 100 percent, 75 percent and 50 percent load.
5. Cooling requirements.
6. Sound level (dBA measured on longitudinal and perpendicular axis at ten (10) feet).
7. Manufacturer's technical data for generator, governor, voltage regulator, and battery charger. Governor submittal shall also identify method of overspeed protection to be furnished.
8. Generator sub-transient reactance X_d'' , per unit
9. Generator short circuit current, three-phase amperes.
10. Generator voltage waveform distortion, measured at Full Load, line-neutral, both total harmonic distortion (THD) and maxim single harmonic order THD.
11. Generator output circuit breaker(s), including proof or UL listing.
12. Transfer Switch: Show complete data showing compliance. Include continuous and withstand current ratings of all contacts.

C. Manuals and Test Data

1. Operation and Maintenance Manuals for all major components including instructions for normal operation, routine maintenance requirements, service manuals for generator, engine, oil sampling and analysis for engine wear, and emergency maintenance procedures.

1.5 QUALITY ASSURANCE

- A. Authority Having Jurisdiction:
 - 1. General: The system shall comply with all applicable Codes and Ordinances as interpreted and enforced by the local authority having jurisdiction.
- B. National Electrical Code: The system shall comply with NFPA 70, National Electrical Code, including: 1) Article 445, 2) 700.
- C. NFPA:
 - 1. General: Comply with applicable requirements of NFPA Standards, including the following:
 - a. NFPA 37: Standard for Installation and Use of Stationary Combustion Engines and Gas Turbines.
 - b. NFPA 101: Life Safety Code.
 - c. NFPA 110: Standard for Emergency and Standby Power Systems.
 - 1) Type ten (10) seconds.
 - 2) Class 72.
 - 3) Category B (engine-generator set).
 - 4) Level 1
 - d. NFPA 30: Flammable and Combustible Liquids Code
- D. UL:
 - 1. General: Comply with applicable requirements of UL Standards, including the following.
 - a. UL 1008: Automatic Transfer Switches, Fourth Edition or later.
 - b. ANSI / NEMA: Comply with applicable requirements of ANSI / NEMA MG 1, "Motors and Generators", and MG 2, "Safety and Use of Electric Motors and Generators".
 - c. IEEE: Comply with applicable portions of IEEE Std 446-1987, "IEEE Recommended Practice for Emergency and Standby Power Systems for Industrial and Commercial Applications" (Orange Book)
- E. EPA:
 - 1. General: Comply with all applicable EPA requirements.

1.6 OWNER'S INSTRUCTIONS

- A. Provide a four (4) hour period of instruction to the Owner's designated personnel upon completion of the system installation. Run engine-generator set and review remote annunciator panel for typical readings. Explain operation of generator remote stop switch. Demonstrate complete transfer sequence of utility-generator-utility. Operations & Maintenance Manual shall be complete and on-site for use during Owner's Instruction.

1.7 WARRANTY

- A. Furnish full parts and labor warranty to cover the entire engine generator package and automatic transfer switch including all accessories, components, controls, batteries, etc. for five years. Warranty shall begin from date of Certificate of Substantial Completion. Provide a sample of manufacturer's warranty certificates within equipment submittal. Warranty start dates from shipment or start up will not be accepted.
- B. In addition to full parts, labor, the Standard and Extended warranty shall include miscellaneous materials, travel time, incidental expenses, normal freight/shipping, oils, lubricants, belts, filters, etc. and any expenses related to service calls required to diagnose and correct warranty issues. No purchase order number shall be required by

the owner for service calls within warranty period. Purchase order number can be issued after problem is determined not to be a warranty issue.

- C. The manufacturer shall provide factory certificates for each Generator and associated Automatic Transfer Switch listing at a minimum the model, serial number and warranty information as specified above. Payment to contractor may be held if warranty certificates are not provided in a timely manner.
- D. All warranty work shall be performed by factory direct service technician. Warranty work shall not be performed by installing contractor.

1.8 MAINTENANCE

- A. Furnish one set of tools required for preventative maintenance of each engine generator system. Package tools in adequately sized metal tool box.
- B. Provide two spare sets of each oil, and air filter element required for each engine generator system.

PART 2 - PRODUCTS

2.1 GENERAL INFORMATION

- A. Furnish and install new 350KW diesel engine driven electric generating unit, factory assembled single unit generator set, with continuous output voltage of 480Y/277, 3 phase, 4 wire, at 0.8 power factor, 60 hertz, grounded neutral service, fully rated for operation at the job site altitude at an ambient temperature range of 120 degrees Fahrenheit maximum to -0 degrees Fahrenheit minimum, all mounted on a common steel base suitable for mounting on a concrete foundation pad, complete with a derangement panel and all accessories as specified and required for normal operation in standby service.
- B. Acceptable Manufacturers:
 - 1. Generac – Basis of Design
 - 2. Caterpillar – Price as Alternate
 - 3. Cummins/Onan – Price as Alternate
 - 4. Kohler – Price as Alternate
- C. Manual and Automatic Start - Unattended Operation
 - 1. Manual start shall be done by operating the “start” button on the generator or selecting “manual” on the manual-off-automatic selector switch on the automatic transfer switch.
 - 2. Automatic start shall be done by the automatic transfer switch when the manual-off-automatic selector switch on the automatic transfer switch is in the “automatic” position.
- D. Voltage and frequency regulation.
 - 1. Engine/generator shall deliver rated output (kVA) at rated frequency and power factor, at not more than two (2) percent above or below rated voltage.
 - 2. Voltage regulation shall be plus or minus two (2) percent for any constant load between no load and rated load. Random voltage variation shall not exceed ± 1 percent for any constant load. Voltage recovery to 100 percent normal output shall take no longer than two seconds after single step application of 100 percent rated load.
 - 3. Frequency regulation shall be isochronous from steady state no load to steady state rated load. Random frequency variation with any steady load from no load

- to full load shall not exceed plus or minus 1.8 hertz. Frequency adjustable from 57 hertz to 63 hertz (± 5 percent)
4. The engine-generator set shall be capable of single step load pick up of 100 percent nameplate kW and power factor, less applicable derating factors, with the engine-generator set at operating temperature.
 - E. The alternator shall produce a clean AC voltage waveform, with not more than five (5) percent total harmonic distortion at full linear load, when measured from line to neutral, and with not more than three (3) percent in any single harmonic.
 - F. Furnish all necessary electrical connections, transfer switch, control panel, relays, etc., for installation of new generator set.
 - G. Generator and engine shall be mounted on vibration isolating supports capable of 95 percent isolation to minimize vibration of the remainder of the skid-mounted equipment and transmission of vibration to the supporting pad.
 - H. Generator shall be fully enclosed or suitably guarded to prevent exposure to all parts which operate at extremely high temperatures, electrically energized, or rotating. All noncurrent carrying parts shall be grounded.
 - I. Thoroughly clean all equipment, and prime and finish paint with manufacturer's standard paint finish.
 - J. Outdoor Weather-Protective Housing: Factory-assembled to generator set base and radiator cowl. Housing shall provide ample airflow for generator set operation and exclude entry of moisture into interior components. The housing shall have hinged side-access doors and rear control door. All doors shall be lockable. All sheet metal shall be primed for corrosion protection and finish painted with the manufacturer's standard color.

2.2 ENGINE

- A. Engine shall be standby power rated, multi-cylinder, compression diesel four stroke cycle, liquid cooled, internal combustion engine for use with diesel fuel, industrial type, designed for full rated power output at 1800 rpm, 60 hertz. The engine shall be arranged for direct connection to the alternating current generator.
- B. Governor shall be electronic isochronous type no load to full load, with recovery to steady state within 2 seconds following sudden load changes. Random frequency variation shall not exceed $\pm 0.25\%$ of its mean value for constant loads from no load to full load. Governor shall be provided with means for manual operation and adjustment.
- C. Lubrication system.
 1. Full pressure type with engine driven positive displacement sump pump,
 2. Full flow strainer,
 3. Full flow filter,
 4. Pressure relief and automatic bypass valves,
 5. Crankcase ventilator with filter and connection for outside venting,
 6. Bayonet type oil level indicating pressure gauges on the upstream and downstream side of the strainer and filter,
 7. Drain connection,
 8. Oil cooler,
 9. Low oil pressure safety shutoff device,
 10. Provide water shutoff valves and drain on the oil cooler to facilitate draining water without draining the complete engine cooling system.
 11. Provide a radiator coolant level sight glass.

ENGINE GENERATORS

- D. Cooling system.
 - 1. Pressure type, with radiator, blower type fan,
 - 2. Engine driven circulating pump,
 - 3. Radiator cap incorporating a pressure-vacuum valve,
 - 4. Thermostat in conjunction with a radiator bypass,
 - 5. Drain connection,
 - 6. High coolant temperature safety device,
 - 7. Fan shall be sized to maintain safe engine temperature in ambient temperature of 120 degrees Fahrenheit,
 - 8. Provide gaskets and packing in the cooling system which are unaffected by ethylene glycol base coolant,
 - 9. Provide a 50% ethylene glycol antifreeze solution for the coolant,
 - 10. Radiators shall be provided with a duct adapter flange permitting the attachment of air discharge duct for directing discharge air through the wall,
 - 11. Radiator and Air Intake/Discharge System Flow Restriction requirement shall be no less than 0.5 inches of water.
- E. Provide thermal circulation type engine jacket water heater with integral thermostatic control, sized to maintain minimum coolant temperature of 49 degrees Celsius down to an ambient temperature or 0 degrees Celsius. The heater shall be disconnected whenever the engine starts by an oil pressure switch mounted on engine. Connect heater to 120 volt normal power panel as indicated on Drawings. Install tag at connection on generator to identify power panel and circuit number.
- F. Air intake system shall be complete with a dry type filter, and high frequency filter-type silencer for reducing the sound level at the intake to a point acceptable for residential use.
- G. Air shutoff for emergency shutdown.
- H. Engine exhaust system shall be complete with stainless steel critical type silencer capable of reducing ambient exhaust noise level to 60 dBA when measured 50 feet from the engine under full engine load and clear weather. Silencer shall be supported independently of the engine. Flexible exhaust connection shall be provided from the engine exhaust manifold to the silencer. An exhaust condensation trap with manual drain valve shall be provided to prevent condensation from entering the engine. Furnish and install a steel rain cap at the exhaust stack outlet. Rain cap shall have a high-temp paint finish.
- I. Standard SAE nuts, bolts, and studs.
- J. Standard NPT or SAE tubing and fittings.
- K. Diesel Fuel System:
 - 1. General: Provide all fuel system components necessary to allow the generator system to operate under full load for a minimum of seventy-two (72) hours.
 - 2. Engine: Include primary and secondary fuel filters with replaceable elements, an engine driven, mechanical positive displacement fuel pump, and vibration isolation flexible fuel line connectors, all mounted on the engine.
 - 3. Fuel Storage: Provide an integral fuel tank mounted between the generator skids. Features shall include:
 - a. Finish corrosion-resistant primer and painted to match generator.
 - b. Fill: Provide a two (2) manual fuel fill connection with cap.
 - c. Fuel Line Connections: Provide one for each fuel line, supply and return.
 - d. Drain: one (1) inch plugged.

- e. Vent: Provide a vent connection for vent piping. Refer to Division 15 for vent piping.
- f. Overflow: one (1) inch plugged.
- g. Gages: Provide a fuel level gage.
- h. Installation: Skid mounted on a four (4) inch concrete pad.
- i. Fuel: Tank shall be full of fuel upon job completion.
- j. The fuel tank shall be tank-in-tank construction with alarmed interstitial space. UL 142 listed.
- k. Alarm: Provide a low-fuel sensor and wire out to remote indicator(s). Low fuel alarm level shall be adjusted for two (2) hours full-load run time.

2.3 GENERATOR

- A. Generator shall be alternating current, three phase, four pole, reconnectible brushless revolving field synchronous type with brushless exciter directly connected to the generator field windings without slip rings or commutators.
- B. Generator shall have a single prelubricated sealed bearing, direct connected to the engine, by means of a flexible disc coupling for self-alignment and air cooled by a direct drive centrifugal blower fan.
- C. Insulation shall be minimum Class F in a self-ventilated enclosure. Temperature rise shall be 130 degrees Celsius max over ANSI 40 degrees Celsius ambient for standby service.
- D. Bring out all leads from each winding to a generator main lead terminal box adequate in size for making up all connections and grounding the neutral to the generator set supporting frame.
- E. Voltage regulation shall include True RMS 3 phase sensing, generator-mounted volts per Hertz exciter-regulator to match engine and generator characteristics. Include manual controls to adjust voltage output plus or minus 5 percent of nominal voltage level.
- F. The generator shall have the necessary excitation control circuitry to prevent the loss of excitation on fault conditions allowing quick return to full voltage and power to normal and faulted circuits.
- G. Furnish NEMA 1 output terminal and outgoing cable termination compartment integral with the engine-generator frame.
- H. Output Breakers: Provide output molded case circuit breakers of adequate capacity and rating. Provide output breaker for each output circuit running from generator. Breaker shall be UL Listed 100 percent rated for continuous operation at full ampacity. Provide cable extensions and enclosure required to integrally mount output circuit breaker inside outdoor generator housing. Enclosure shall comply with NEC 404-3.
- I. Housing Alternator shall have an open drip-proof construction.

2.4 VOLTAGE REGULATION

- A. Static type, three phase, mounted either on the generator control panel or combined with the exciter. Voltage shall have "manual-automatic" switch and be adjustable +/- 10 percent under all operating conditions.

2.5 ELECTRIC STARTING SYSTEM

- A. Engine starting system shall be a 12 volt or 24 volt DC system depending on size of engine/generator, consisting of a heavy duty electric cranking motor(s) with drive mechanism, heavy duty batteries with metal frame or box, engine driven alternator, battery charger, and transistorized voltage regulator.
- B. Cranking motor shall be capable of starting the engine five times in rapid succession without overheating the motor and at sufficient speed for starting in low ambient temperatures.
- C. Storage batteries shall be lead acid type of voltage and capacity as determined by the engine manufacturer, with sufficient capacity to start the generator set five times consecutively in rapid succession. Provide all battery cables and connections. Provide hydrometer.
- D. Battery charger shall be an automatic, self-protected, self-regulated, dual rate rectifier type of a capacity determined by the engine manufacturer and sufficient to automatically recharge the batteries quickly according to the requirements governed by battery discharge duty, and suitable for 120 volt, single phase, 60 hertz input service from a remote receptacle panel.

2.6 ENGINE-GENERATOR CONTROL PANEL

- A. Control panel shall be engine generator frame mounted in NEMA 1 enclosure, totally front accessible. Control panel shall be completely factory pre-wired. All external connections shall be wired out to terminal blocks for field wiring. Control panel shall be complete with all engine and generator controls and indicators. Include front hinged double doors with latches and provision for padlock.
- B. Control panel shall provide a contact closure to initiate operation of the ventilation system. Wire out to terminal block. Contact shall be field wired by manufacturer as indicated on the Drawings.
- C. Control panel shall include the following fully identified by means of permanent nameplates:
 - 1. Control
 - a. Output voltage adjustment.
 - b. Cranking limiter relay.
 - c. Overspeed shutdown.
 - d. Low oil pressure shutdown.
 - e. High coolant temperature shutdown.
 - f. Remote Alarm Contacts: Pre-wired SPST contacts to terminal strip for remote indication of all alarm functions.
 - g. Battery operated service light to illuminate panel during power outage conditions.
 - h. Manual-off-auto engine start switch.
 - 2. Visual monitoring
 - a. Frequency Meter: 45-65 Hz range, 3½ inch (89 mm) dial.
 - b. AC Output Voltmeter: 3½ inch dial, two (2) percent accuracy, with phase selector switch (phase-to-phase and phase-to-ground).
 - c. AC Output Ammeter: 3½ inch dial, two (2) percent accuracy, with phase selector switch and 3 current transformers.
 - d. Push-to-test indicator lamps, one for each:
 - 1) Engine run
 - 2) Low oil pressure
 - 3) High water temperature
 - 4) Overspeed and overcrank
 - 5) Overspeed shutdown

ENGINE GENERATORS

- 6) Failure to crank
 - 7) Failure to establish voltage or frequency.
 - 8) Failure to reach rated voltage at transfer switch in ten (10) seconds
 - e. Engine running time meter.
 - f. Electrical oil pressure gauge.
 - g. Electrical water temperature gauge.
 - h. Mechanical fuel pressure gauge.
 - i. Radiator sight glass.
 - j. DC voltmeter and ammeter.
- 3. Audible monitoring
 - a. Low oil pressure alarm condition.
 - b. High coolant temperature alarm.
 - c. Failure to crank.
 - d. Failure to establish voltage or frequency.
 - e. Failure to reach rated voltage at transfer switch in ten (10) seconds.
- D. Battery charging system including alternator and solid state regulator.
- E. Remote Annunciator NFPA 110: Provide a remote annunciator to meet the requirements of NFPA 110, Level 1. The annunciator shall provide remote annunciation of all points stated above and shall incorporate ring-back capability so that after silencing the initial alarm, any subsequent alarms will sound the horn.
Locate annunciator in the Administration Area per owner's instruction.

2.7 WEATHER PROTECTIVE ENCLOSURE

- A. Standard Enclosure:
 - 1. Steel weather protective enclosure with 14 gauge sheet metal and a minimum ambient capability of 43 degrees Celsius (110 degrees Fahrenheit). Shall have removable, and / or hinged doors and removable end panels to allow easy routine maintenance. All hinges and latches shall be rust resistant and doors shall be equipped with rubber seals. A lockable service access cover shall be provided for easy access to the radiator fill cap. The enclosure shall be painted utilizing electrostatically applied powder baked paint.

2.8 AUTOMATIC TRANSFER SWITCHES

- A. Furnish and install automatic transfer switches (ATS) with four (4) poles, amperage, voltage, withstand and close-on ratings as shown on the plans. Each automatic transfer shall consist of an inherently double throw power transfer switch mechanism and a microprocessor controller to provide automatic operation. All transfer switches and controllers shall be the products of the same manufacturer.
- B. Acceptable Manufacturers:
 - 1. ASCO
 - 2. Russ Electric
 - 3. Zenith
 - 4. Kohler
 - 5. Cummins/Onan
- C. Mechanically Held Transfer Switch
 - 1. The transfer switch shall be electrically operated and mechanically held. The electrical operator shall be a momentarily energized, single-solenoid mechanism. Main operators which include overcurrent disconnect devices, linear motors or

- gears shall not be acceptable. The switch shall be mechanically interlocked to ensure only two possible positions, normal or emergency.
2. All transfer switch sizes shall use only one type of main operator for ease of maintenance and commonality of parts.
 3. The switch shall be positively locked and unaffected by momentary outages, so that contact pressure is maintained at a constant value and contact temperature rise is minimized for maximum reliability and operating life.
 4. All main contacts shall be silver composition. Switches rated 600 amperes and above shall have segmented, blow-on construction for high withstand and close-on capability and be protected by separate arcing contacts.
 5. Inspection of all contacts shall be possible from the front of the switch without disassembly of operating linkages and without disconnection of power conductors. All stationary and moveable contacts shall be replaceable without removing power conductors and/or bus bars.
 6. Designs utilizing components of molded-case circuit breakers, contactors, or parts thereof, which are not intended for continuous duty, repetitive switching or transfer between two active power sources are not acceptable.

D. Microprocessor Controller

1. The controller's sensing and logic shall be provided by a single built-in microprocessor for maximum reliability, minimum maintenance, and the ability to communicate serially through an optional serial communication module.
2. A single controller shall provide twelve selectable nominal voltages for maximum application flexibility and minimal spare part requirements. Voltage sensing shall be true RMS type and shall be accurate to ± 1 percent of nominal voltage. Frequency sensing shall be accurate to ± 0.2 percent. The panel shall be capable of operating over a temperature range of -20 to +60 degrees Celsius and storage from -55 to +85 degrees Celsius.
3. The controller shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the controller to be disconnected from the transfer switch for routine maintenance. Sensing and control logic shall be provided on multi-layer printed circuit boards. Interfacing relays shall be industrial grade plug-in type with dust covers. The panel shall be enclosed with a protective cover and be mounted separately from the transfer switch unit for safety and ease of maintenance. The protective cover shall include a built-in pocket for storage of the operator's manuals.
4. All customer connections shall be wired to a common terminal block to simplify field-wiring connections.
5. The controller shall meet or exceed the requirements for Electromagnetic Compatibility (EMC) as follows:
 - a. EN 55011:1991 Emission standard - Group 1, Class A
 - b. EN 50082-2:1995 Generic immunity standard, from which:
 - 1) EN 61000-4-2:1995 Electrostatic discharge (ESD) immunity
 - 2) ENV 50140:1993 Radiated Electro-Magnetic field immunity
 - 3) EN 61000-4-4:1995 Electrical fast transient (EFT) immunity
 - 4) EN 61000-4-5:1995 Surge transient immunity
 - 5) EN 61000-4-6:1996 Conducted Radio-Frequency field immunity
 - c. IEEE472 (ANSI C37.90A) Ring Wave Test.

ENGINE GENERATORS

- E. Enclosure
1. The ATS shall be furnished in a Type 1 enclosure unless otherwise shown on the plans.
- F. Controller Display and Keypad
1. A four line, 20 character LCD display and keypad shall be an integral part of the controller for viewing all available data and setting desired operational parameters. Operational parameters shall also be available for viewing and limited control through the serial communications input port. The following parameters shall only be adjustable via DIP switches on the controller:
 - a. Nominal line voltage and frequency
 - b. Single or three phase sensing
 - c. Operating parameter protection
 - d. Transfer operating mode configuration
(Open transition, Closed transition, or Delayed transition)

All instructions and controller settings shall be easily accessible, readable and accomplished without the use of codes, calculations, or instruction manuals.

- G. Voltage, Frequency and Phase Rotation Sensing
1. Voltage and frequency on both the normal and emergency sources (as noted below) shall be continuously monitored, with the following pickup, dropout, and trip setting capabilities (values shown as % of nominal unless otherwise specified):

| <u>Parameter</u> | <u>Sources</u> | <u>Dropout / Trip</u> | <u>Pickup / Reset</u> |
|-------------------|----------------|-----------------------|-----------------------|
| Undervoltage | N&E,3 ϕ | 70 to 98% | 85 to 100% |
| Overvoltage | N&E,3 ϕ | 102 to 115% | 2% below trip |
| Underfrequency | N&E | 85 to 98% | 90 to 100% |
| Overfrequency | N&E | 102 to 110% | 2% below trip |
| Voltage unbalance | N&E | 5 to 20% | 1% below dropout |

2. Repetitive accuracy of all settings shall be within $\pm 0.5\%$ over an operating temperature range of -20°C to 60°C .
 3. Voltage and frequency settings shall be field adjustable in 1% increments either locally with the display and keypad or remotely via serial communications port access.
 4. The controller shall be capable (when activated by the keypad or through the serial port) of sensing the phase rotation of both the normal and emergency sources. The source shall be considered unacceptable if the phase rotation is not the preferred rotation selected (ABC or CBA).
 5. Source status screens shall be provided for both normal & emergency to provide digital readout of voltage on all 3 phases, frequency, and phase rotation.
- H. Time Delays
1. An adjustable time delay of 0 to 6 seconds shall be provided to override momentary normal source outages and delay all transfer and engine starting signals.
 2. A time delay shall be provided on transfer to emergency, adjustable from 0 to 60 minutes, for controlled timing of transfer of loads to emergency.
 3. Two time delay modes (which are independently adjustable) shall be provided on re-transfer to normal. One time delay shall be for actual normal power failures and the other for the test mode function. The time delays shall be adjustable

from 0 to 60 minutes. Time delay shall be automatically bypassed if the emergency source fails and the normal source is acceptable.

4. A time delay shall be provided on shut down of engine generator for cool down, adjustable from 0 to 60 minutes.
5. A time delay activated output signal shall also be provided to drive an external relay(s) for selective load disconnect control. The controller shall have the ability to activate an adjustable 0 to 5 minute time delay in any of the following modes:
 - a. Prior to transfer only.
 - b. Prior to and after transfer.
 - c. Normal to emergency only.
 - d. Emergency to normal only.
 - e. Normal to emergency and emergency to normal.
 - f. All transfer conditions or only when both sources are available.

I. Additional Features

1. A three position momentary-type test switch shall be provided for the test / automatic / reset modes. The test position will simulate a normal source failure. The reset position shall bypass the time delays on either transfer to emergency or retransfer to normal.
2. A SPDT contact, rated 5 amps at 30 VDC, shall be provided for a low-voltage engine start signal. The start signal shall prevent dry cranking of the engine by requiring the generator set to reach proper output, and run for the duration of the cool down setting, regardless of whether the normal source restores before the load is transferred.
3. Auxiliary contacts, rated 10 amps, 250 VAC shall be provided consisting of one contact, closed when the ATS is connected to the normal source and one contact closed, when the ATS is connected to the emergency source.
4. LED indicating lights (16 mm industrial grade, type 12) shall be provided; one to indicate when the ATS is connected to the normal source (green) and one to indicate when the ATS is connected to the emergency source (red).
5. LED indicating lights (16 mm industrial grade, type 12) shall be provided and energized by controller outputs. The lights shall provide true source availability of the normal and emergency sources, as determined by the voltage sensing trip and reset settings for each source.
 - a. The following features shall be built-in to the controller, but capable of being activated through keypad programming or the serial port only when required by the user:
 - 1) Provide the ability to select "commit/no commit to transfer" to determine whether the load should be transferred to the emergency generator if the normal source restores before the generator is ready to accept the load.
 - 2) Terminals shall be provided for a remote contact which opens to signal the ATS to transfer to emergency and for remote contacts which open to inhibit transfer to emergency and/or retransfer to normal. Both of these inhibit signals can be activated through the keypad or serial port.
 - 3) An Inphase monitor shall be provided in the controller. The monitor shall control transfer so that motor load inrush currents do not exceed normal starting currents, and shall not require external control of power sources. The inphase monitor shall be specifically designed for and be the product of the ATS manufacturer. The inphase monitor shall be equal to ASCO Feature 27.

- J. Engine Exerciser: The controller shall provide an internal engine exerciser. The engine exerciser shall allow the user to program up to seven different exercise routines. For each routine, the user shall be able to:
 - 1. Enable or disable the routine.
 - 2. Enable or disable transfer of the load during routine.
 - 3. Set the start time,
 - time of day
 - day of week
 - week of month (1st, 2nd, 3rd, 4th, alternate or every)
 - 4. Set the duration of the run.

At the end of the specified duration the switch shall transfer the load back to normal and run the generator for the specified cool down period. A 10-year life battery that supplies power to the real time clock in the event of a power loss will maintain all time and date information.
- K. Withstand and Close-On Ratings
 - 1. The ATS shall be rated to close on and withstand the available RMS symmetrical short circuit current at the ATS terminals with the type of overcurrent protection shown on the plans.
 - 2. The ATS shall be UL listed in accordance with UL 1008 and be labeled in accordance with that standard's 1½ and 3 cycle, long-time ratings. ATSs which are not tested and labeled with 1½ and 3 cycle (any breaker) ratings and have series, or specific breaker ratings only, are not acceptable.
- L. Tests and Certification
 - 1. The complete ATS shall be factory tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.
- M. Service Representation
 - 1. The ATS manufacturer shall maintain a national service organization of company-employed personnel located throughout the contiguous United States. The service center's personnel must be factory trained and must be on call 24 hours a day, 365 days a year.

PART 3 - EXECUTION

3.1 GENERAL

- A. Provide all work required for a complete system, including complete system testing and checkout. The installation of this system shall comply with the directions and recommendations of authorized factory representatives.

3.2 EMERGENCY DISTRIBUTION SYSTEM

- A. All boxes, and enclosures (including transfer switches, generators, and power panels) for emergency circuits shall be permanently marked so they will be readily identified as a component of an emergency circuit or system. Emergency circuits shall be specially marked and shall be run in raceway separate from normal powered circuits. All distribution equipment shall be specifically indicated "EMERGENCY" on the equipment nametag. Color code for emergency markings and all nametags shall be RED.

3.3 COMMISSIONING SERVICE

- A. A final inspection and an initial startup of the system shall be rendered by the authorized factory representatives.
- B. A letter of certification written by the authorized factory representatives, which states that the system is properly installed and does properly function as recommended by the factory and as described in this specification, shall be submitted to the Architect for his approval.
- C. A test run shall be performed by the authorized factory representative in the presence of the Owner, Architect and Engineer; the time of this test run shall be mutually agreed upon by all persons concerned. This test run may, but is not required to, coincide with other testing requirements described in this section.

3.4 INSTALLATION

- A. General: Provide all labor required for a complete installation.
- B. Mounting: Anchor on a four (4) inch concrete pad with bolts and elasto-rib vibration isolators. Pad shall extend a minimum of 18 inches from each side of the generator set skid.

3.5 CONSUMABLES

- A. Refuel during testing as required. After all tests have been performed, fuel tanks shall be filled before system is accepted by Owner. Check oil, coolant, batteries, filters and other consumables. Top off and replace as necessary to leave engine-generator set at full capacity for all consumables.

3.6 TESTING

- A. Factory Testing: The engine generator shall be tested at the factory, demonstrating its performance at full rated load. A certified copy of the test report shall accompany the unit to the field and shall be made available to the building official and copied to the Architect and Engineer.
- B. Field Testing: Conduct tests of the system as required by NEC Article 700 in the presence of the Owner, Architect, Engineer, and Code Authority having jurisdiction. The engine generator set shall demonstrate the actual sequencing of all load onto the generation unit and shall carry the building emergency loads, including any elevator(s), for a minimum period of two (2) hours. Contractor shall insure that all emergency loads are operational before scheduling this test. Test times shall be mutually agreed upon by all persons concerned.

3.7 SYSTEM GROUNDING

- A. The emergency power system generator output shall be grounded as a separately derived system according to the requirements of the Section titled GROUNDING. Bond the generator neutral to the generator ground.

3.8 SIGNS

- A. Refer to Section 16075, Electrical Identification for Sign Requirements.
- B. Service Entrance: A sign shall be placed at the normal power service entrance indicating location of the emergency power engine-generator set.

- C. Generator: Provide a sign arranged to be prominent and legible at the set control panel. Sign shall be an OSHA orange WARNING sign plus text. Sign text shall be "Warning - This equipment starts automatically. Disconnect all sources of supply and load before servicing", or similar approved text.
- D. Fuel Tank: Provide a "Caution - No Smoking" sign on the housing. Sign shall be an OSHA yellow caution sign with text and graphic no-smoking symbol. Provide sign per NFPA 110 Sect. 5.9.7 at both generator gas shut-off valve and building gas shut-off valve to indicate that there is another valve.

3.9 REMOTE WIRING

- A. General: Provide raceway, wiring and control cables from generator control panel to remote points. Underground conduits may be direct buried without concrete encasement if a red plastic warning tape is installed above each conduit.
- B. Remote Points:
 - 1. Engine-Generator Remote Panel
 - 2. Automatic Transfer Switches
 - 3. Automatic Battery Charger. Provide dc wiring from remote charger to battery rack at engine-generator set. Size wire for maximum 2 percent dc voltage drop at full load.
 - 4. Generator control power 120V branch circuit.
 - 5. Engine water jacket heater branch circuit.
 - 6. Outdoor generator housing: battery rack warming jacket 120V branch circuit.
 - 7. Outdoor generator housing: generator strip heater 120V branch circuit. One circuit may serve both jacket heater and generator heater if total load including voltage drop is less than 80% circuit ampacity.
 - 8. Elevator Controllers; (Signals shall be taken from ATS).
 - 9. Building Automation System (BAS); (BAS wires to the ATS).
 - 10. Building Security System
 - 11. Emergency Lighting Automatic Transfer Switches

3.10 EMERGENCY LIGHTING AUTOMATIC TRANSFER SWITCHES

- A. Provide automatic slave transfer switches where indicated on the drawings for transfer of dimmer branch circuits utilized for emergency lighting.

END OF SECTION 26 32 13

SECTION 26 05 00 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUBSTITUTIONS OF PRODUCTS

- A. The products described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The materials and equipment named in, and the procedures covered by these specifications have been selected as a standard because of quality, particular suitability or record of satisfactory performance. It is not intended to preclude the use of equal or better materials or equipment provided that same meets the requirements of the particular project and is approved in an Addendum as a substitution prior to the submission of proposals.
- B. No substitution will be considered prior to receipt of proposals unless written request for approval has been received by the Architect and Engineer at a minimum of seven (7) business days prior to the date for receipt of proposals. Each such request shall include a specification line by line review annotated to certify compliance, the name of the manufacturer and model, material or equipment for which it is to be substituted and a complete description of the proposed substitute including dimensional drawings, cutsheets, performance and test data and any other information necessary for an evaluation. The Engineers decision of approval or disapproval of a proposed substitution shall be final.
- C. If the Engineer approves any proposed substitution prior to receipt of proposals, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.
- D. The Engineer and Owner reserve the right to disapprove the use of any manufacturer who in their judgment is unsuitable for use on the Project and that decision will be final.
- E. Availability of specified items:
 - 1. Verify prior to submittal of Proposal that all specified items will be available in time for installation during orderly and timely progress of the work.
 - 2. In the event specified items will not be so available, notify the Architect / Engineer prior to receipt of Proposals. Submit Request for Substitutions in accordance with this section.
 - 3. The request will not be considered if the product or method cannot be provided as a result of the Contractor's failure to pursue the work promptly or coordinate activities properly.
 - 4. Costs of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be back-charged as necessary and shall not be borne by the Owner.

- F. A request constitutes a representation that Offeror:
1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 2. Will provide same warranty for Substitution as for specified product, except when inability to provide specified Warranty is reason for request for substitution as described above.
 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 5. Will reimburse the Owner and pay for all costs, including Architect/Engineer's redesign and evaluation costs resulting from the use of the proposed substitution, or for review or redesign services associated with re-approval by authorities having jurisdiction.
- G. **No substitutions will be considered after the Award of Contract.**

1.3 SUMMARY

- A. Provide all work for electrical systems required in the project to be properly installed, tested and performing their intended function.

1.4 QUALITY ASSURANCE

- A. Perform all work in accordance with the latest edition of the national electrical code, and local codes.
- B. All electrical materials and distribution, and utilization equipment shall be UL Listed.
- C. All equipment and materials shall be new and unused and of United States Domestic manufacture unless approved otherwise by engineer or owner.
- D. Eliminate any abnormal sources of noise that are considered by the architect not to be an inherent part of the electrical systems as designed.

1.5 COORDINATION WITH OTHER TRADES

- A. Coordinate the work of this division with all other divisions to ensure that all components of the electrical system will be installed at the proper time and fit the available space.
- B. Locate and size all openings in work of other trades required for the proper installation of the electrical system components.
- C. Make all electrical connections to all equipment furnished by this division and any other division.
- D. Make all electrical connections from all 120 volt and greater dampers and switches to associated exhaust fan(s) furnished by any other division.

1.6 DRAWINGS

- A. The drawings are schematic in nature, but show the various components of the systems approximately to scale and attempt to indicate how they are to be integrated with other parts of the building. Determine exact locations by review of equipment manufacturer's data, by job site measurements, by checking the requirements of other trades, and by reviewing all Contract Documents. The size of the electrical equipment indicated on the Drawings may be based on the dimensions of a particular manufacturer. While other listed manufacturers will be acceptable, it is the responsibility of the Contractor to determine if the equipment that Contractor proposes to furnish will fit in the space. The drawings are not intended to show exact locations of conduit and wire, or to indicate all wire terminators, connectors, conduit fittings, boxes or supports, but rather to indicate distribution, circuitry, and control.
- B. The Electrical Drawings are necessarily diagrammatic in character and cannot show every connection in detail or conduit in its exact location. These details are subject to the requirements of ordinances and also structural and architectural conditions. The Contractor shall carefully investigate structural and finish conditions and shall coordinate the separate trades in order to avoid interference between the various phases of work. Work shall be laid out so that it will be concealed in furred chases and suspended ceilings, etc., in finished portions of the building, unless specifically noted to be exposed. Work shall be installed to avoid crippling of structural members. All exposed work shall be installed parallel or perpendicular to the lines of the building unless otherwise noted.
- C. When the mechanical and electrical Drawings do not give exact details as to the elevation of pipe, conduit and ducts, physically arrange the systems to fit in the space available at the elevations intended with the proper grades for the functioning of the system involved. Exposed conduit is generally intended to be installed true and square to the building construction, and located as high as possible against the structure in a neat and workmanlike manner. The Drawings do not show all required offsets and their location details. Work shall be concealed in all finished areas.

1.7 SUBMITTALS

- A. Specification Review:
 - 1. Include a paragraph-by-paragraph written specification review for each product listed requiring a submittal. Denote any proposed deviations from specifications.

1.8 EXISTING CONDITIONS

- A. Do all work required to maintain electrical services to the Owner occupied portions of the building during construction.
- B. No connection to existing services or utilities shall be made without Owner's knowledge and permission. All such connections shall be planned and scheduled to minimize the length of service interruption required. Request for shutdown shall be made to Owner at least two (2) weeks in advance and shall be accompanied by detailed written schedule of activities during shutdown and list of materials required for connection and renewal of service. It shall be understood that all such service interruptions shall be made at the Owner's convenience, not the Contractor's. No increase in contract amount will be allowed for reasons of premium time, inefficiency of operations or other considerations not calculated in original bid.
- C. All items removed shall be stored on-site. Schedule a review of the items with the Owner. Remove from site all items the Owner does not choose to keep. Deliver Owner designated items to Owner's storage facility.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
- B. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.
- C. Do not deliver items to project before time of installation. Limit shipment of bulk and multiple-use materials to quantities needed for immediate installation.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 EXISTING WORK

- A. Disconnect electrical systems in walls, floors, and ceilings scheduled for removal.
- B. Provide temporary wiring and connections to maintain existing systems in service during construction.
- C. When performing work on energized equipment or circuits, use personnel experienced and trained in similar operations.
- D. Remove, relocate, and extend existing installations to accommodate new construction.
- E. Repair adjacent construction and finishes damaged during demolition and extension work.

3.2 OWNER INSTRUCTION

- A. Provide on-site Owner training for all new equipment.
- B. Use Operation and Maintenance manuals and actual equipment installed as basis for instruction.
- C. At conclusion of on-site training program have Owner personnel sign written certification they have completed training and understand equipment operation. Include copy of training certificates in final Operation and Maintenance manual submission.

END OF SECTION 26 05 00

SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Nameplates.
 - 2. Underground Warning Tape.
 - 3. Lockout Devices.

1.3 QUALITY ASSURANCE

- A. Manufacturers: Firms regularly engaged in manufacture of electrical identification, of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Codes and standards: Comply with the following:
 - 1. National Electrical Code, NFPA No. 70.
 - 2. NEMA standards applicable to the product provided.
 - 3. UL standards applicable to the product provided.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include, but are not limited to the following:
 - 1. Panduit Corp.
 - 2. American Labelmark Co.
 - 3. Markal Corp.
 - 4. Calpico, Inc.
 - 5. Ideal Industries, Inc.

2.2 NAMEPLATES

- A. Product Description: Laminated three-layer plastic with engraved black letters on light contrasting background color.
- B. Emergency Power panels and Equipment: Laminated three-layer plastic with engraved white letters on **RED** background.
- C. Letter Size:
 - 1. 1/4 inch high letters for identifying individual equipment and loads.
- D. Minimum nameplate thickness: 1/8 inch.

2.3 UNDERGROUND WARNING TAPE

- A. Description: four (4) inch wide plastic tape, colored red with suitable warning legend describing buried electrical lines.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.

3.2 INSTALLATION

- A. Install identifying devices after completion of painting.
- B. Nameplate Installation:
 - 1. Install nameplate parallel to equipment lines.
 - 2. Install nameplate for each electrical distribution and control equipment enclosure with corrosive-resistant mechanical fasteners, or adhesive.
 - 3. Install nameplates for each control panel and major control components located outside panel with corrosive-resistant mechanical fasteners, or adhesive.
 - 4. Secure nameplate to equipment front using screws, rivets, or adhesive.
 - 5. Secure nameplate to inside surface of door on recessed panelboard in finished locations.
 - 6. Install nameplates for the following:
 - a. Switchboards
 - b. Panelboards
 - c. Transformers
 - d. Service Disconnects
 - 1) Enclosed Switches
 - e. Motor Control Centers
 - f. Stand-alone Motor Controllers
 - g. Generators
 - h. Contactors
- C. Underground Warning Tape Installation:
 - 1. Install underground warning tape along length of each underground conduit, raceway, or cable six (6) to eight (8) inches below finished grade, directly above buried conduit, raceway, or cable. Where multiple lines installed in a common trench or concrete envelope, do not exceed an overall width of 16 inches; install a single line marker.
 - 2. Install line marker for underground wiring, both direct buried and in raceway.
- D. Printed Panelboard Directory:
 - 1. Provide framed, typed circuit schedules with explicit description and identification of items controlled by each individual breaker for that panel, switchboard, or motor control center.
 - 2. Panelboard directory shall include a legend indicating insulation color corresponding each phase and voltage in the building electrical system.
 - 3. Copy in Owner's Manual.

3.3 ABOVE CEILING JUNCTION BOXES

- A. Labeling: Provide label on all above ceiling junction boxes.
 - 1. Provide permanent labeling with indelible black marker, in neat, legible print indicating the panelboard name, branch circuit number(s) and voltage of conductors within the junction box.

3.4 ARC FLASH WARNING LABEL

- A. Switchboards, panel boards and motor control centers requiring examination, adjustments, servicing or maintenance while energized shall be field marked to warn persons of arc flash hazards. Marking shall be located so as to be clearly visible to qualified persons before servicing or maintenance.

END OF SECTION 26 05 53

SECTION 26 05 19 - LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Provide a complete system of building wire and cable to all electrical loads.

1.3 SYSTEM DESCRIPTION

- A. Product Requirements: Provide products as follows:
 - 1. Provide stranded conductors for all wiring.
 - 2. Conductor not smaller than 12 AWG for power and lighting circuits.
 - 3. Conductor not smaller than 16 AWG for control circuits.
 - 4. 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet
 - 5. 10 AWG conductors for 20 ampere, 277 volt branch circuits longer than 200 feet.
 - 6. Copper.
- B. Wiring Methods: Provide the following wiring methods:
 - 1. Concealed Dry Interior Locations: Use only Type THHN/THWN-2 insulation, in raceway.
- C. Branch Circuit Conductors: No branch circuit conductors are allowed in any slab or under slab on grade unless specifically indicated on drawings.

1.4 COORDINATION

- A. Where wire and cable destination is indicated and routing is not shown, determine routing and lengths required.

PART 2 - PRODUCTS

2.1 BUILDING WIRE

- A. Manufacturers:
 - 1. Southwire
 - 2. Republic
 - 3. Alan
 - 4. Encore
- B. Product Description: Single conductor insulated wire.
- C. Conductor: Copper.
- D. Insulation: NFPA 70; Type THHN/THWN-2 insulation for feeders and branch circuits.

2.2 TYPE AC CABLE

- A. Manufacturers:
 - 1. AFC
 - 2. Southwire
- B. Product Description: A fabricated assembly of insulated conductors in a flexible metallic enclosure.
- C. Comply with NEC 320.
- D. Support, provide separate support to structure for all Type AC cable, spacing not exceeding three (3) feet and at each junction box.
- E. Provide an insulated green grounding conductor in all Type AC cable.
- F. Acceptable Use: Install, at Contractor's option, only for service to light fixtures above accessible ceilings, limit length to six (6) feet whips from accessible junction box to light fixtures.
- G. Provide insulated throat fittings at all terminations of Type AC cable.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify interior of building has been protected from weather.
- B. Verify mechanical work likely to damage wire and cable has been completed.
- C. Verify raceway installation is complete and supported.

3.2 EXISTING WORK

- A. Remove exposed abandoned wire and cable, including abandoned wire and cable above accessible ceiling finishes. Patch surfaces where removed cables pass through building finishes.
- B. Disconnect abandoned circuits and remove circuit wire and cable. Remove abandoned boxes when wire and cable servicing boxes is abandoned and removed. Install blank cover for abandoned boxes not removed.
- C. Provide access to existing wiring connections remaining active and requiring access. Modify installation or install access panel.
- D. Extend existing circuits using materials and methods compatible with existing electrical installations, or as specified.

3.3 INSTALLATION

- A. Route wire and cable to meet Project conditions.
- B. Neatly train and lace wiring inside boxes, equipment, and panelboards.

- C. Identify and color code wire. Identify each conductor with its circuit number or other designation indicated.
- D. Special Techniques - Wiring Connections:
1. Clean conductor surfaces before installing lugs and connectors.
 2. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
 - a. MDF/IDF room branch circuits: All branch circuits shall be dedicated and unspliced. Provide dedicated branch circuit 20 or 30 amperes, #10 and or #12 wire, unspliced from wiring device all the way back to the overcurrent device. Do not share ground with any other circuit.
 - b. Computer branch circuits: All branch circuits shall be dedicated. Provide dedicated branch circuit 20 amperes, #10 and or #12 wire from wiring devices all the way back to the overcurrent device. Do not share neutral with any other circuit.
 - c. Kitchen branch circuits: All branch circuits for 125 volt, single phase, 15 and 20 ampere receptacles shall be dedicated. Provide dedicated branch circuit 20 amperes, #10 and or #12 wire from wiring devices all the way back to the overcurrent device. Do not share neutral or ground with any other circuit.
 3. Tape uninsulated conductors and connectors with electrical tape to 150 percent of insulation rating of conductor.
 4. Install split bolt connectors for copper conductor splices and taps, 6 AWG and larger.
 5. Install solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
 6. Install insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.

3.4 WIRE COLOR

A. COLOR CODES FOR CONDUCTORS FOR BRANCH CIRCUITS AND FEEDERS

| | Wire Sizes #10 and Smaller: Use Continuous Color Coded Insulation (Note 01) | | | | Wire Sizes #6 and Smaller: Use Continuous Color Coded Insulation (Note 02) | |
|---------------------|---|--------|--------|-----------------------------------|---|---------------------|
| <u>System/Phase</u> | A | B | C | N | G | IG |
| 120/208 | Black | Red | Blue | White | Green | Green/Yellow Stripe |
| 120/240 | Black | Orange | Blue | White w/color stripe (Note 03) | Green | Green/Yellow Stripe |
| 277/480 | Brown | Purple | Yellow | Gray | Green | Green/Yellow Stripe |

Table Notes:

1. Wire size #8 and larger, black conductors with color marking tape at each termination and where accessible; colors as noted above.

2. Wire sizes #4 and larger, black conductor with green marking tape at each termination and where accessible.
 3. Provide white (no stripe) insulation when 120/208V system is not present at this installation.
- B. Neutral Conductors: White. When two or more neutrals are located in one conduit, individually identify each with proper circuit number and provide color coding at each junction box containing more than one neutral.
- C. Branch Circuit Conductors: Install three or four wire home runs with each phase uniquely color coded.
- D. Feeder Circuit Conductors: Uniquely color code each phase.
- E. Ground Conductors:
For 6 AWG and smaller: Green.
For 4 AWG and larger: Identify with green tape at both ends and visible points including junction boxes.

3.5 GROUPING OF CIRCUITS

- A. Limit the number of current carrying conductors per conduit to 6. Neutrals serving computer receptacle branch circuits shall be counted as current carrying. Grounds shall not be counted.
- B. Grouping of different voltages is not allowed.
- C. Provide metal box sizes per NEC Table 314.16 (A).
- D. Provide conduit per NEC Annex C.
- E. Neutrals serving branch circuits shall not be shared. Provide dedicated neutral per circuit.

3.6 POWER LIMITED CIRCUIT INSTALLATION

- A. Provide a complete system of raceway and covered junction boxes for all power limited circuits installed in exposed spaces in finished spaces and spaces without a ceiling.
- B. Provide raceway for all power limited circuit wiring within wall cavities and above sheet rock, plaster and other "hard" (non-lay-in) ceiling types of construction.
- C. Labeling: Provide label on all junction boxes.
1. Provide permanent labeling with indelible black marker, in neat, legible print indicating the system wiring name.

END OF SECTION 26 05 19

SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Conduit supports.
 - 2. Formed steel channel.
 - 3. Spring steel clips.
 - 4. Sleeves.
 - 5. Mechanical sleeve seals.
 - 6. Firestopping relating to electrical work.
 - 7. Firestopping accessories.
 - 8. Equipment bases and supports.

1.3 REFERENCES

- A. Underwriters Laboratories Inc.:
 - 1. UL 263 - Fire Tests of Building Construction and Materials.
 - 2. UL 723 - Tests for Surface Burning Characteristics of Building Materials.
 - 3. UL 1479 - Fire Tests of Through-Penetration Firestops.
 - 4. UL - Fire Resistance Directory.

1.4 DEFINITIONS

- A. Firestopping (Through-Penetration Protection System): Sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through fire rated construction.

1.5 PERFORMANCE REQUIREMENTS

- A. Firestopping: Conform to Building Code and UL for fire resistance ratings and surface burning characteristics.

1.6 SUBMITTALS

- A. Product Data:
 - 1. Hangers and Supports: Submit manufacturers catalog data including load capacity.

1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with the Building Code.

PART 2 - PRODUCTS

2.1 CONDUIT SUPPORTS

- A. Manufacturers:
 - 1. Allied Tube & Conduit Corp.
 - 2. Electroline Manufacturing Company
 - 3. O-Z Gedney Co.
 - 4. Appleton
- B. Hanger Rods: Threaded high tensile strength galvanized carbon steel with free running threads.
- C. Beam Clamps: Malleable Iron, with tapered hole in base and back to accept either bolt or hanger rod. Set screw: hardened steel.
- D. Conduit clamps for trapeze hangers: Galvanized steel, notched to fit trapeze with single bolt to tighten.
- E. Conduit clamps - general purpose: One hole malleable iron for surface mounted conduits.
- F. Cable Ties: High strength nylon temperature rated to 185 degrees F. Self locking.

2.2 FORMED STEEL CHANNEL

- A. Manufacturers:
 - 1. Allied Tube & Conduit Corp.
 - 2. B-Line Systems
 - 3. Midland Ross Corporation, Electrical Products Division
 - 4. Unistrut Corp.
- B. Product Description: Galvanized 12 gage thick steel. With holes 1-1/2 inches on center.

2.3 SLEEVES

- A. Sleeves for raceway Through Non-fire Rated Floors: 18 gage galvanized steel.
- B. Sleeves for raceway Through Non-fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 18 gage galvanized steel.
- C. Sleeves for raceway Through Fire Rated and Fire Resistive Floors and Walls, and Fire Proofing: Prefabricated fire rated sleeves including seals, UL Listed.
- D. Fire-stopping Insulation: Glass fiber type, non-combustible.

2.4 SPRING STEEL CLIPS

- A. Product Description: Mounting clamp, and screw.

2.5 MECHANICAL SLEEVE SEALS

- A. Manufacturers:
 - 1. Thunderline Link-Seal, Inc.
 - 2. NMP Corporation

- B. Product Description: Modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill annular space between object and sleeve, connected with bolts and pressure plates causing rubber sealing elements to expand when tightened, providing watertight seal and electrical insulation.

2.6 FIRESTOPPING

- A. Manufacturers:
 - 1. Dow Corning Corp.
 - 2. Fire Trak Corp.
 - 3. Hilti Corp.
 - 4. International Protective Coating Corp.
 - 5. 3M fire Protection Products .
 - 6. Specified Technology, Inc.
- B. Product Description: Different types of products by multiple manufacturers are acceptable as required to meet specified system description and performance requirements; provide only one type for each similar application.
 - 1. Silicone Firestopping Elastomeric Firestopping: Multiple component silicone elastomeric compound and compatible silicone sealant.
 - 2. Foam Firestopping Compounds: Multiple component foam compound.
 - 3. Formulated Firestopping Compound of Incombustible Fibers: Formulated compound mixed with incombustible non-asbestos fibers.
 - 4. Fiber Stuffing and Sealant Firestopping: Composite of mineral or ceramic fiber stuffing insulation with silicone elastomer for smoke stopping.
 - 5. Mechanical Firestopping Device with Fillers: Mechanical device with incombustible fillers and silicone elastomer, covered with sheet stainless steel jacket, joined with collars, penetration sealed with flanged stops.
 - 6. Intumescent Firestopping: Intumescent putty compound which expands on exposure to surface heat gain.
 - 7. Firestop Pillows: Formed mineral fiber pillows.

2.7 FIRESTOPPING ACCESSORIES

- A. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams, and other devices required to position and retain materials in place.
- B. General:
 - 1. Furnish UL Listed products.
 - 2. Select products with rating not less than rating of wall or floor being penetrated.
- C. Non-Rated Surfaces:
 - 1. Stamped steel, chrome plated, hinged, split ring escutcheons or floor plates or ceiling plates for covering openings in occupied areas where conduit is exposed.
 - 2. For exterior wall openings below grade, furnish modular mechanical type seal consisting of interlocking synthetic rubber links shaped to continuously fill annular space between conduit and cored opening or water-stop type wall sleeve.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify openings are ready to receive sleeves.
- B. Verify openings are ready to receive firestopping.

3.2 INSTALLATION - HANGERS AND SUPPORTS

- A. Anchors and Fasteners:
 - 1. Concrete Structural Elements: Provide precast inserts, expansion anchors, powder actuated anchors or preset inserts as required.
 - 2. Steel Structural Elements: Provide beam clamps, spring steel clips, steel ramset fasteners or welded fasteners as required.
 - 3. Concrete Surfaces: Provide self-drilling anchors and expansion anchors as required.
 - 4. Hollow Masonry, Plaster, and Gypsum Board Partitions: Provide toggle bolts or hollow wall fasteners as required.
 - 5. Solid Masonry Walls: Provide expansion anchors or preset inserts as required.
 - 6. Sheet Metal: Provide sheet metal screws.
 - 7. Wood Elements: Provide wood screws.
- B. Inserts:
 - 1. Install inserts for placement in concrete forms.
 - 2. Install inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
 - 3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over four (4) inches.
 - 4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
 - 5. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut recessed into and grouted flush with slab.
- C. Install conduit and raceway support and spacing in accordance with NEC.
- D. Do not fasten supports to suspended ceiling support system, pipes, ducts, mechanical equipment, or conduit.
- E. Install multiple conduit runs on common hangers.
- F. Supports:
 - 1. Fabricate supports from structural steel or formed steel channel. Install hexagon head bolts to present neat appearance with adequate strength and rigidity. Install spring lock washers under nuts.
 - 2. Install surface mounted cabinets and panelboards with minimum of four anchors.
 - 3. In wet and damp locations install steel channel supports to stand cabinets and panelboards one (1) inch off wall.
 - 4. Support vertical conduit at every floor.

3.3 INSTALLATION - FIRESTOPPING

- A. Install material at fire rated construction perimeters and openings containing penetrating sleeves, piping, ductwork, conduit and other items, requiring firestopping.
- B. Apply primer where recommended by manufacturer for type of firestopping material and substrate involved, and as required for compliance with required fire ratings.
- C. Apply firestopping material in sufficient thickness to achieve required fire and smoke rating.
- D. Compress fibered material to maximum 40 percent of its uncompressed size.

- E. Place intumescent coating in sufficient coats to achieve rating required.
- F. Remove dam material after firestopping material has cured.
- G. Fire Rated Surface:
 - 1. Seal opening at all rated floors and walls as follows:
 - a. Install sleeve through opening and extending beyond minimum of one (1) inch on both sides of building element.
 - b. Size sleeve allowing minimum of one (1) inch void between sleeve and building element.
 - c. Pack void with backing material.
 - d. Seal ends of sleeve with UL Listed fire resistive silicone compound to meet fire rating of structure penetrated.
 - 2. Where cable tray, bus, or conduit, penetrates fire rated surface, install firestopping product in accordance with manufacturer's instructions.
- H. Non-Rated Surfaces:
 - 1. Seal opening through non-fire rated floors and walls as follows:
 - a. Install sleeve through opening and extending beyond minimum of one (1) inch on both sides of building element.
 - b. Size sleeve allowing minimum of one (1) inch void between sleeve and building element.
 - c. Install type of firestopping material recommended by manufacturer.
 - 2. Install escutcheons where conduit, penetrates non-fire rated surfaces in occupied spaces. Occupied spaces include rooms with finished ceilings and where penetration occurs below finished ceiling.
 - 3. Exterior wall openings below grade: Assemble rubber links of mechanical seal to size of conduit and tighten in place, in accordance with manufacturer's instructions.

3.4 INSTALLATION - SLEEVES

- A. Exterior watertight entries: Provide mechanical sleeve seals.
- B. Interior conduit penetrations not required to be watertight: Sleeve and fill with silicon foam.
- C. Set sleeves in position in forms. Provide reinforcing around sleeves.
- D. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.
- E. Extend sleeves through floors and walls one (1) inch above finished floor level. Caulk sleeves.

END OF SECTION 26 05 29

SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.1 SUMMARY

- A. Section includes conduit and tubing, wireways, outlet boxes, pull and junction boxes.

1.2 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
 - 2. ANSI C80.3 - Specification for Electrical Metallic Tubing, Zinc Coated.
 - 3. ANSI C80.5 - Aluminum Rigid Conduit - (ARC).
- B. National Electrical Manufacturers Association:
 - 1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
 - 2. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
 - 3. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
 - 4. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers, and Box Supports.
 - 5. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
 - 6. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.
 - 7. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.3 SYSTEM DESCRIPTION

- A. Raceway and boxes located as indicated on Drawings, and at other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to complete wiring system.
- B. Wet and Damp Locations: Provide rigid steel conduit. Provide cast metal junction and pull boxes. Provide flush mounting outlet box in finished areas.
- C. Concealed Dry Locations: Provide rigid steel intermediate metal conduit on electrical metallic tubing. Provide sheet-metal boxes. Provide flush mounting outlet box in finished areas. Provide hinged enclosure for large pull boxes.
- D. Exposed Dry Locations: Provide rigid steel conduit, intermediate metal conduit or electrical metallic tubing. Provide sheet-metal boxes. Provide flush mounting outlet box in finished areas. Provide hinged enclosure for large pull boxes.

- E. In Slab or Under Slab on Grade: No branch circuit raceway is allowed in any slab or under slab on grade unless specifically indicated on drawings.

1.4 DESIGN REQUIREMENTS

- A. Minimum Raceway Size: 3/4 inch.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- B. Protect PVC conduit from sunlight.

1.6 COORDINATION

- A. Coordinate installation of outlet boxes and raceway for equipment connected under other Divisions.
- B. Coordinate installation of conduit for control wiring in mechanical rooms and in inaccessible locations such as walls and hard ceilings.
- C. Coordinate installation of conduit for all other low-voltage systems in inaccessible locations and all other locations required by drawings or specifications for those systems.
- D. Coordinate mounting heights, orientation and locations of outlets mounted above counters, benches, and backsplashes. Refer to Architectural elevations and equipment specifications and coordinate device locations prior to electrical rough-in.

PART 2 - PRODUCTS

2.1 METAL CONDUIT

- A. Manufacturers:
 - 1. Carlon Electrical Products
 - 2. Hubbell Wiring Devices
 - 3. Thomas & Betts Corp
 - 4. Walker Systems Inc.
 - 5. The Wiremold Co.
 - 6. Multi Cell
 - 7. O-Z Gedney
 - 8. Raco.
 - 9. or approved equal.
- B. Rigid Steel Conduit: ANSI C80.1.
- C. Intermediate Metal Conduit (IMC): Rigid steel.
- D. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit
- E. Electrical Metal Tubing (EMT): All EMT fittings shall be steel not die-cast metal. All conduit stub-ups above ceiling for low voltage and data to be provided with insulating bushing.

- F. Flexible Metal Conduit (Flex): Conduit fittings shall be steel. Provide plastic anti-short bushing for all flex fittings. Comply with NEC 348.
- G. Liquidtight Flexible Metal Conduit: Shall be same as flexible metal conduit specified above except Article 350 in NEC.
- H. PVC-Coated Rigid Steel Conduit: Galvanized rigid steel with additional external coating for 40 mil polyvinyl chloride jacket (PVC). Conforming to UL Standard 6. ANSI C80.1 and NEMA Standard No. RN.1.
 - 1. Manufacturer:
 - a. Ocal Inc.
 - b. Perma Cote Industries
 - c. Rob-Roy Industries
 - d. or Approved equal.
- I. PVC-Rigid Nonmetallic Conduit: PVC and fittings that are listed per the UL Standards. Comply with NEMA Standard TC-2.
- J. Nonmetallic Multi Duct: Provide nonmetallic multi duct that is UL Listed.
 - 1. Type: four (4) inches schedule 40 PVC outer duct, four 1.25 inch ducts of ribbed polyethylene. Duct shall have six (6) inch deep end bell on one end, spigot on the other end.
 - 2. Multi Duct shall have gaskets to seal the inside and outside walls of the inner duct.

2.2 ENCLOSURES

- A. Pull Boxes, Junction Boxes, Cabinets, and Wireways: Provide pull boxes, junction boxes, wireways, and cabinets wherever necessary for proper installation of various electrical systems according to the National Electrical Code and where indicated on the Drawings.
- B. Minimum Size: That size shown on the drawings, as required for the specific function, or as required by the National Electrical Code, whichever is larger.
- C. Construction:
 - 1. Indoors in Dry Areas and Not Buried in Slab: Code gage steel - NEMA 1 construction - sides formed and welded, screw covers unless indicated hinged cover or door on drawings. Hinged doors shall be similar to panelboard doors with the same type locking device. Knockouts shall be factory made or formed O-Z Gedney Type PB or approved equal.
 - 2. Outdoors or Indoors in Wet Areas and Not Buried in Slab: Same as specified above for indoor except provide NEMA 3R (designated by 3R or RT) unless indicated or specified to be NEMA 4 (designated by 4 or WP) or other type rating.
 - 3. Indoors Buried in Slab: Watertight, galvanized cast iron in floors on or below grade, otherwise concrete tight stamped steel.
 - 4. Outdoors Buried in Earth: Watertight, Polymer concrete similar to Hubbell Power System, Inc. "Quazite" or precast concrete type manufactured by Brooks Product, Inc brand for Oldcastle Precast, Inc. Precast box shall have appropriate structural rating for intended use. Install on a level poured concrete base to provide a solid bearing surface. Provide a bolted cast iron traffic cover with foundry-cast marking "Electrical", "Communications" or "Telephone" as applies. Top of enclosure shall be one (1) inch above finished grade in earth. Top of enclosure shall be flush with finished pavement.

2.2 WIREWAY

- A. Manufacturers: Same as Metal Conduit.

- B. Product Description: General purpose.
- C. Size: As determined by Contractor in accordance with NEC 376.
- D. Cover: Screw cover.
- E. Connector: Slip-in.
- F. Fittings: Lay-in type.
- G. Finish: Rust inhibiting primer coating with gray enamel finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify outlet locations and routing and termination locations of raceway prior to rough-in.

3.2 EXISTING WORK

- A. Remove exposed abandoned raceway, including abandoned raceway above accessible ceiling finishes. Cut raceway flush with walls and floors, and patch surfaces.
- B. Remove concealed abandoned raceway to its source.
- C. Disconnect abandoned outlets and remove devices. Remove abandoned outlets when raceway is abandoned and removed. Install blank cover for abandoned outlets not removed.
- D. Maintain access to existing boxes and other installations remaining active and requiring access. Modify installation or provide access panel.
- E. Extend existing raceway and box installations using materials and methods compatible with existing electrical installations, or as specified.
- F. Clean and repair existing raceway and boxes to remain or to be reinstalled.

3.3 INSTALLATION - RACEWAY

- A. Ground and bond raceway and boxes in accordance with Section 26 05 26.
- B. Fasten raceway and box supports to structure and finishes in accordance with Section 26 25 29.
- C. Identify raceway and boxes in accordance with Section 26 05 53.
- D. Arrange raceway and boxes to maintain headroom and present neat appearance.
- E. Raceway routing is shown in approximate locations unless dimensioned. Route to complete wiring system.
- F. Arrange raceway supports to prevent misalignment during wiring installation.
- G. Support raceway using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.

- H. Group related raceway; support using conduit rack. Construct rack using steel channel specified in Section 26 05 29.
- I. Do not support raceway with wire or perforated pipe straps. Remove wire used for temporary supports
- J. Do not attach raceway to ceiling support wires or other piping systems.
- K. Construct wireway supports from steel channel specified in Section 26 25 29.
- L. Route exposed raceway parallel and perpendicular to walls.
- M. Route raceway installed above accessible ceilings parallel and perpendicular to walls.
- N. Maximum Size Conduit in Slab Above Grade: 3/4 inch.
- O. Maintain clearance between raceway and piping for maintenance purposes.
- P. Maintain 12 inch clearance between raceway and surfaces with temperatures exceeding 104 degrees Fahrenheit.
- Q. Cut conduit square using saw or pipe cutter; de-burr cut ends.
- R. Bring conduit to shoulder of fittings; fasten securely.
- S. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for minimum 20 minutes.
- T. Install conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes. DO NOT route conduit through the top of any outdoor disconnects, panels, etc. conduits must be routed through side or bottom only.
- U. Install no more than equivalent of three 90 degree bends between boxes. Install conduit bodies to make sharp changes in direction, as around beams. Install hydraulic one-shot bender to fabricate factory elbows for bends in metal conduit larger than two (2) inch size.
- V. Avoid moisture traps; install junction box with drain fitting at low points in conduit system.
- W. Install fittings to accommodate expansion and deflection where raceway crosses expansion joints.
- X. Install suitable pull string or cord in each empty raceway except sleeves and nipples.
- Y. Install suitable caps to protect installed conduit against entrance of dirt and moisture.
- Z. Surface Raceway: Install flat-head screws, clips, and straps to fasten raceway channel to surfaces; mount plumb and level. Install insulating bushings and inserts at connections to outlets and corner fittings.
- AA. Close ends and unused openings in wireway.
- BB. Provide tracer wire on all underground raceway outside building slab on grade.

3.4 RACEWAY TYPES

- A. The following raceway types are to be used in the following locations:
 - 1. Under Slab on Grade: Schedule 40 PVC.
 - 2. Outdoor Locations, Above Grade: Rigid galvanized steel.
 - 3. Wet and Damp Locations: Rigid galvanized steel.
 - 4. Exposed or Concealed Dry Locations, Indoors: EMT, IMC, or rigid galvanized steel.
 - 5. Underground:
 - a. All underground electrical wire in schedule 40 PVC or rigid galvanized steel, 208 volts or greater shall be encased in red concrete two (2) inches thick on all sides. Encasement not required under building slabs, parking lots or other paved surfaces. Red dye may not be applied to the top of the concrete.
 - b. All underground electrical wire in schedule 40 PVC or rigid galvanized steel, 120 volts or less shall have red warning tape 6" above raceway.
 - 6. Transformers and Motors: 24 inch flexible metal conduit to equipment.
 - 7. Kitchens and outdoor motor and transformer connections: Liquidtight flexible metal conduit for all exposed raceway.
 - 8. Cooling Towers: PVC coated rigid galvanized steel within 50 feet of tower.

3.5 INSTALLATION - BOXES

- A. Install wall mounted boxes at elevations to accommodate mounting heights as indicated on Drawings and as approved by the Architect.
- B. Adjust box location up to ten (10) feet prior to rough-in to accommodate intended purpose.
- C. Orient boxes to accommodate wiring devices oriented as specified in Section 126 27 26.
- D. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- E. In Accessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.
- F. Do not fasten boxes to ceiling support wires or other piping systems.
- G. Support boxes independently of conduit. Provide rigid support to structure for all junction boxes. Mount junction boxes within 18" of finished ceilings to facilitate future access. Locate junction boxes to allow ready access to junction box covers without removing any equipment.
- H. All outdoor boxes shall be UL listed for wet location service.
- I. Provide rigid support to structure for all junction boxes.
- J. Provide rigid support to structure for all conduit within 3 feet of each junction box and a maximum spacing of 10 feet.
- K. Install junction boxes above ceilings in readily accessible with no obstructions, locate within 18 inches of finished ceiling to facilitate easy access.

- L. For all flexible whips to light fixtures provide wire support at mid-length of whip to structure above with UL listed conduit support clip.
- M. Provide outlet boxes to meet depth requirement of Architectural walls. Refer to Architectural Spec Section 09250 and 10611 for wall partitions.

3.6 ADJUSTING

- A. Install knockout closures in unused openings in boxes.

3.7 CLEANING

- A. Clean interior of boxes to remove dust, debris, and other material.
- B. Clean exposed surfaces and restore finish.

3.8 INSTALLATION - FLOOR BOXES

- A. Use cast floor boxes for installation in slab on grade.
- B. Set floor boxes level.
- C. Install boxes and fittings to preserve fire resistant rating of slabs and other elements, using materials and methods specified in Section 26 05 29.

3.9 ADJUSTING

- A. Adjust floor box flush with finish material.

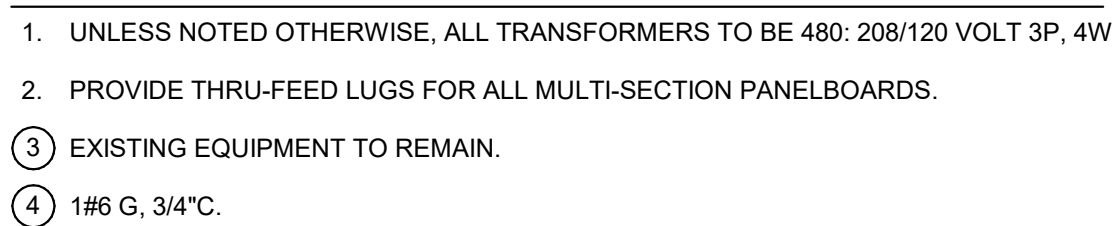
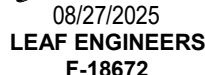
3.10 CLEANING

- A. Clean interior of boxes to remove dust, debris, and other material.

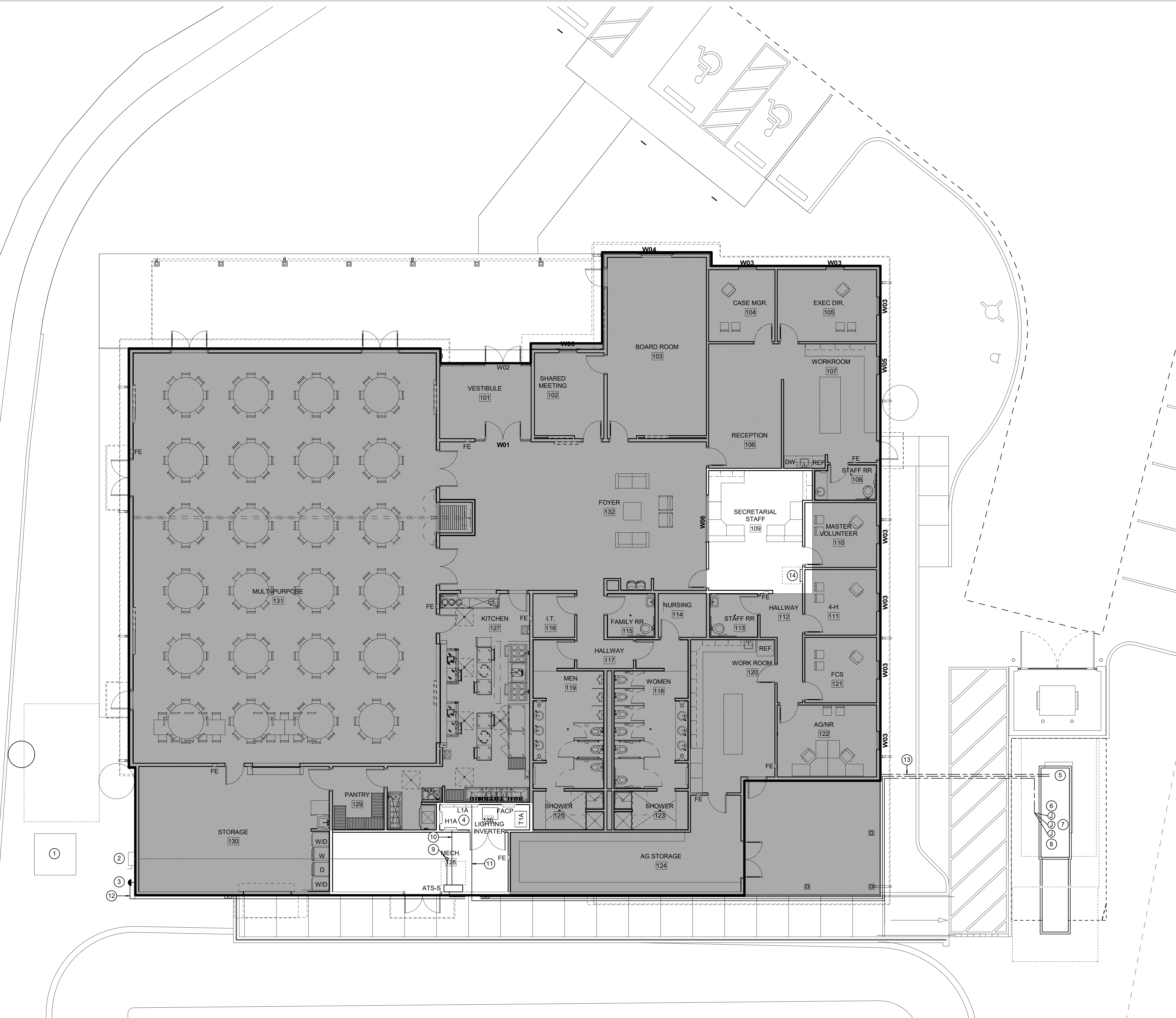
3.11 ABOVE CEILING JUNCTION BOXES

- A. Labeling: Provide label on all above ceiling junction boxes.
 - 1. Provide permanent labeling with indelible black marker, in neat, legible print indicating the panelboard name, branch circuit number(s) and voltage of conductors within the junction box. Junction boxes used for emergency power circuits to be painted red.
- B. Color Code: All Electrical junction boxes above ceiling shall be colored as follows.
 - 1. Yellow for 277V lighting
 - 2. Blue for 120V regular power
 - 3. Green for 120V computer power
 - 4. Brown for 277/480V equipment
 - 5. Red for emergency power

END OF SECTION 26 05 33



SCALE: NONE



1. COORDINATE ROUTING FOR ALL UNDERGROUND ELECTRICAL BRANCH CIRCUITS AND FEEDERS WITH OTHER DISCIPLINES PRIOR TO TRENCHING.
2. UNLESS NOTED OTHERWISE ALL UNDERGROUND CONDUIT SHOWN ON THIS PLAN TO BE MINIMUM 1" IN SIZE.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES CAUSED BY INSTALLATION OF NEW WORK.

- 2) EXISTING PADMOUNT TRANSFORMER TO REMAIN.
- 3) EXISTING SERVICE DISCONNECT TO LOCKED BOX
- 4) PUSHBUTTON LOCATED WITHIN A REMAIN BOX WITH FREMANS KEY. PUSHBUTTON HAS BEEN PROVIDED TO DISCONNECT POWER TO GENERATOR. CONTRACTOR SHALL NOTE THAT A FUSED DISCONNECT PROVIDED TO THE GENERATOR IS NOT TO BE REMOVED OR DISASSEMBLED. THE GENERATOR POWER PUSHBUTTON PROVIDED TO DISCONNECT POWER TO GENERATOR.
- 5) ALL ELECTRICAL EQUIPMENT LOCATED WITHIN ROOM IS EXISTING TO REMAIN UNLESS OTHERWISE NOTED.
- 6) NEW GENERATOR TO BE PROVIDED. REFER TO SHEET ES-101 DETAIL #2 FOR ADDITIONAL INFORMATION.
- 7) JUNCTION BOX FOR POWER CONNECTION TO JACKET HEATER. CONTRACTOR SHALL PROVIDE ONE DEDICATED ZAO CIRCUIT FROM PANEL L1A. WIRING SHALL BE 2#12, 1#12G, 1" C. REFER TO GENERATOR MANUFACTURER FOR EXACT LOCATION AND TERMINATION REQUIREMENTS.
- 7) JUNCTION BOX FOR POWER CONNECTION TO BATTERY RECHARGE. CONTRACTOR SHALL PROVIDE ONE DEDICATED ZAO CIRCUIT FROM PANEL L1A. WIRING SHALL BE 2#12, 1#12G, 1" C. REFER TO GENERATOR MANUFACTURER FOR EXACT LOCATION AND TERMINATION REQUIREMENTS.
- 8) JUNCTION BOX FOR POWER CONNECTION TO CONTROLS. CONTRACTOR SHALL PROVIDE ONE DEDICATED ZAO CIRCUIT FROM PANEL L1A. WIRING SHALL BE 2#12, 1#12G, 1" C. REFER TO GENERATOR MANUFACTURER FOR EXACT LOCATION AND TERMINATION REQUIREMENTS.
- 9) CONTRACTOR SHALL INTERCEPT EXISTING FEED TO PANEL H1A AND EXTEND TO NEW ATS-5 AS SHOWN.
- 10) CONTRACTOR SHALL PROVIDE NEW FEED FROM NEW ATS-5 TO EXISTING PANEL H1A. REFER TO SHEET S-502 FOR ADDITIONAL INFORMATION.
- 11) CONTRACTOR SHALL PROVIDE (3) "C" CONDUITS FOR POWER TO GENERATOR CIRCUITS REFER TO KEYED NOTES 8, 7 AND 6. CONTRACTOR SHALL NOTE THAT CONDUITS SHALL BE ROUTED FIVE FEET ABOVE THE PANEL H1A. CONTRACTOR SHALL PROVIDE THE CONDUITS ALONG THE FACE OF THE BUILDING AND ALONG THE COVERED EXTERIOR SPACE TRANSITIONING VERTICALLY DOWN BUILDING FACE TO UNDERGROUND BORING BELOW THE EXISTING DRIVE TO THE EXISTING DRIVE. CONTRACTOR SHALL FIELD COORDINATE EXACT MOUNTING HEIGHT OF CONDUIT ON EXTERIOR OF BUILDING PRIOR TO INSTALLATION. CONTRACTOR SHALL ENSURE TO PROVIDE PROPER VERTICAL AND HORIZONTAL SUPPORTS FOR CONDUIT AND ENSURE THAT ALL EXTERIOR CONDUITS ARE INSTALLED IN A NEAT AND ORDERLY FASHION.
- 12) CONTRACTOR SHALL PROVIDE (1) "C" CONDUIT FOR CONTROL POWER TO PUSHBUTTON REFER TO KEYED NOTE 3. CONTRACTOR SHALL PROVIDE THE CONDUIT FIVE FEET ABOVE THE PANEL H1A TO NEW GENERATOR. THIS CONDUIT SHALL BE ROUTED FOLLOWING THE SAME ROUTING ON THE EXTERIOR OF THE BUILDING AS THE CONDUITS MENTIONED ABOVE IN KEYED NOTE #11. ROUTING UP THE FACADE OF THE BUILDING FROM THE PUSHBUTTON AND JOINING THE RUN HORIZONTALLY ALONG THE FACE OF THE BUILDING AND ALONG THE COVERED EXTERIOR SPACE TRANSITIONING VERTICALLY DOWN BUILDING FACE TO UNDERGROUND BORING BELOW THE EXISTING DRIVE TO THE EXISTING DRIVE. CONTRACTOR SHALL FIELD COORDINATE EXACT MOUNTING HEIGHT OF CONDUIT ON EXTERIOR OF BUILDING PRIOR TO INSTALLATION. CONTRACTOR SHALL ENSURE TO PROVIDE PROPER VERTICAL AND HORIZONTAL SUPPORTS FOR CONDUIT AND ENSURE THAT ALL EXTERIOR CONDUITS ARE INSTALLED IN A NEAT AND ORDERLY FASHION.
- 13) CONTRACTOR SHALL PROVIDE (2) "C" CONDUITS TO SHEET ES-101 DETAIL #2 FOR FEEDERS. CONDUITS SHALL BE ROUTED FOLLOWING THE SAME ROUTING ON THE EXTERIOR OF THE BUILDING AS THE CONDUITS MENTIONED ABOVE IN KEYED NOTE #11. ROUTING FROM THE FACADE OF THE BUILDING TO THE STORAGE ROOM, UP THE BUILDING AND JOINING THE RUN HORIZONTALLY ALONG THE FACE OF THE BUILDING AND ALONG THE COVERED EXTERIOR SPACE TRANSITIONING VERTICALLY DOWN BUILDING FACE TO UNDERGROUND BORING BELOW THE EXISTING DRIVE TO THE EXISTING DRIVE. CONTRACTOR SHALL FIELD COORDINATE EXACT MOUNTING HEIGHT OF CONDUIT ON EXTERIOR OF BUILDING PRIOR TO INSTALLATION. CONTRACTOR SHALL ENSURE TO PROVIDE PROPER VERTICAL AND HORIZONTAL SUPPORTS FOR CONDUIT AND ENSURE THAT ALL EXTERIOR CONDUITS ARE INSTALLED IN A NEAT AND ORDERLY FASHION.
- 14) GENERATOR REMOTE ANNUNCIATOR PANEL. REFER TO OWNER FOR EXACT LOCATION PRIOR TO INSTALLATION.

| | |
|----------------|-------------|
| CLIENT | |
| BASTROP COUNTY | |
| TE | PROJECT NUM |
| 08/27 | 240134 |

[illegible]

BUILDING NUMBER

ELECTRICAL SITE PLAN

ES-101

Appendix B – Bid Verification

Submittal Checklist: (To determine validity of Bid - any Bids received without the following items will be considered non-responsive and will be rejected. Forms from previous solicitations for goods or services will not be used in place of the required forms for this RFB)

- _____ Bid Bond (5% of the proposed bid price).
- _____ Appendix A (Pages 9 through 50) must be included in the Bid submittal.
- _____ Appendix B (Pages 51 through 64) must be completed, signed and included in the Bid submittal.
- _____ Appendix C - Conflict of Interest Form (CIQ Form) (Page 65) must be completed, signed and included in the Bid submittal.
- _____ Appendix D – Statement of Bidder’s Qualification (Page 67) must be completed, signed and included in the Bid submittal.
- _____ Appendix F - HB 89 Verification Form (Page 73) must be completed, signed and included in the Bid submittal.
- _____ Appendix K – Contractor’s Local Opportunity Plan (Page 98) must be completed, signed and included in the Bid submittal.
- _____ Appendix L – Non-collusion Affidavit of Prime Bidder (Page 100) must be completed, signed and included in the Bid submittal.
- _____ Appendix M – Contractor’s Certification – Civil Rights (Page 101) must be completed, signed and included in the Bid submittal.
- _____ Appendix N – Nondiscrimination on the Basis of Disability (Page 102) must be completed, signed and included in the Bid submittal.
- _____ Appendix O - Byrd Anti-Lobbying Amendment (Page 103) must be completed, signed and included in the Bid submittal.
- _____ Proof of Consulting Firm’s Ability to Meet the Insurance Requirements (Page 60).
- _____ Signed Addendum(s) (If any are issued by Owner).

| | | | |
|---|---|--------------------|---|
| All Bids submitted to Bastrop County shall include this page with the submitted Bid. | | | |
| RFB Number: | RFB 25BCP10C | | |
| Project Title: | Emergency Generator Purchase and Installation | | |
| Submittal Deadline: | 2:00 P.M. (CST), October 14, 2025 | | |
| Submit hard-copies to: | <u>MAIL:</u> Bastrop County Purchasing Department: Attn: Leon Scaife 1041 Lovers Lane Bastrop Texas, 78602 | | <u>HAND DELIVER:</u> Bastrop County Purchasing Department: Attn: Leon Scaife 1041 Lovers Lane Bastrop Texas, 78602 |
| | | | |
| Bidders Information: | | | |
| Bidder’s Legal Name: | | | |
| Address: | | | |
| City, State & Zip | | | |
| Federal Employers Identification Number # | | | |
| Bidder’s Point of Contact: | | | |
| Phone Number: | | Fax Number: | |
| E-Mail Address: | | | |
| Bidders Authorization | | | |
| <p>I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidders.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p> | | | |

I. CONTRACT AWARD INFORMATION:

A. Term of Contract

Any contract resulting from this RFB shall be effective from the date that the Notice to Proceed is received by the CONTRACTOR and shall remain in effect until satisfactory completion of all tasks listed in this request for bids. Number of Days provided by the Contractor on the attached bid sheet will be listed as the time frame for the contract term.

B. Federal, State and/or Local Identification Information

- 1) Centralized Master Bidder List registration number: _____
- 2) Prime CONTRACTORHUB / MWBE registration number: _____
- 3) Employer Identification Number (EIN)/Federal Tax Identification Number: _____
- 4) An individual Bidders acting as a sole proprietor must also enter the Bidder's Social Security Number:
_____ - _____ - _____.

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDERS MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS RFB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDERS HEREBY ACKNOWLEDGES, AND TO WHICH BIDDERS AGREES BY SUBMITTING A BID:

1. Standard Terms and Conditions

- A. Taxpayer Identification: Bidder must provide the County with a current W-9 before any goods or services can be procured from the Bidders.
- B. Governing Law and Venue: All Bid submitted in response to this solicitation and any resulting contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Any legal or equitable actions arising from this request for Bid, or any resulting contract shall be brought before an appropriate court located in the Bastrop County.
- C. Resolution of Program Non-compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal or state program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits or any other item of concern to the parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

- D. Termination for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the County for cause:
- i. The successful Bidders fails to perform in accordance with the provisions of these specifications; or
 - ii. The successful Bidders violates any of the provisions of these specifications; or
 - iii. The successful Bidders disregards laws or regulations of any public body having jurisdiction; or
 - iv. The successful Bidders transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the County.
 - v. If one or more of the events identified in Subparagraphs I (i) through (iv) occurs, the County may, terminate the contract by giving the successful Bidders seven (7) Calendar days written notice. In such case, the successful Bidders shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Bidders shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi. When the contract has been so terminated by the County, such termination shall not affect any rights or remedies of the County then existing, or which may thereafter accrue.

A "Termination for Cause" clause will be added to selected Bidder's contract with Bastrop County.

- E. Termination for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

A "Termination for Convenience" clause will be added to selected Bidder's contract with Bastrop County.

- F. Force Majeure: To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with Bastrop County.

- G. Prohibition on certain telecommunications and video surveillance services or equipment:

- a. Recipients and sub recipients 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, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
1. 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).
 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. 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.

- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

H. Domestic preferences for procurements:

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a 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 or products under this award.
- b. 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.
- c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184. [85 FR 49543, Aug. 13, 2020, as amended at 88 FR 57790, Aug. 23, 2023]

I. Procurement of recovered materials:

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 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.

J. 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 governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 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.

K. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):

As amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- L. 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](#), "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.
- M. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable , all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) . Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the 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.
- N. Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148):
The Davis-Bacon Act requires payment of prevailing wages (APPENDIX I - Current Prevailing Wage Rates by the Department of Labor) on federally funded or assisted construction projects. The Davis-Bacon Act applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon "related Acts." The Davis-Bacon labor standards clauses required for covered contracts are:
1. *Minimum wages.*
 - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. 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.

(C) 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 shall 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.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. *Withholding.*

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

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

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

4. *Apprentices and trainees*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

5. *Compliance with Copeland Act requirements.*

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

6. *Subcontracts.*

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the **END USER** 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 the contract clauses in 29 CFR 5.5.

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 he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3

(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full 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 shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which 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 therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States

(in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The **END USER** 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)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) 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 (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

- O. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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. 1352. Each tier must 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 non-Federal award.
- P. Affirmative Action/EOE: Bastrop County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended. See Appendix F - Bastrop County Section 3 Resolution. During the performance of an awarded contract, the CONTRACTOR agrees as follows:
1. 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 setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTING FIRM, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The CONTRACTOR will not discourage 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 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 CONSULTING FIRM's legal duty to furnish information.
4. 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 CONSULTING FIRM's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. 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.
6. The 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 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.
7. In the event of the CONSULTING FIRM'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 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.
8. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 subcontract 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 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. 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.
 10. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONSULTING FIRMS 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.
 11. 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 CONSULTING FIRMS 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.
 12. Subcontracts. Each nonexempt prime CONTRACTOR or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- Q. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by Bastrop County, payment terms for the County are Net 30 days upon receipt of invoice after receipt of goods or services. Pay applications must be submitted to the Bastrop County for approval and processing for payment. Bastrop County will pay approved invoices based on percentage of completion at the time of pay application submission pending verification from Bastrop County. Final approval will be based on an inspection of the project for verification of compliance with all aspects of the scope of work listed within Appendix A of this RFB. This price is full compensation for all task listed in the Bid submitted by the vendor and must include all necessary fees, charges and bonds needed to complete this work. Bastrop County will NOT pay any fees to the vendor other than the agreed upon Bid price.
- R. Bid, Payment and Performance Bonds: The **CONTRACTOR IS REQUIRED** to furnish a good and sufficient bid bond or a cashier's check in the amount of five percent (5%) of the total bid price. A bid bond must be executed with a surety company authorized to do business in the State of Texas. The bid bond of the awarded contractor is subject to forfeiture in the event the successful bidder fails to execute all requirements set forth in the contract documents within ten days after the contract has been awarded. Payment and Performance bonds shall be required and issued for this contract should the total bid price reach the State of Texas threshold for public works projects. The contractor agrees that within ten (10) days after written notice to proceed is sent to them by Bastrop County, a **Payment Bond** will be executed and delivered to Bastrop County for one hundred percent (100%) of the estimated contract total, should the contract total meet and/or exceed twenty-five thousand dollars (\$25,000). A **Performance Bond** in an amount of one hundred percent (100%) of the estimated contract price should also be executed and delivered to Bastrop County should the contract amount meet and/or exceed one hundred thousand dollars

(\$100,000). The Performance and Payment Bond must be maintained throughout the contract execution period. At the completion of all work, the Payment and Performance Bond shall be released. Cost of all bonds must be included in the bid price. Payment for services will not be made until receipt of all required bonds has been made to Bastrop County.

- S. Liquidated Damages: Should the CONTRACTOR fail to complete the requirements set forth in the scope of work, Bastrop County will suffer damage. The amount of damage suffered by Bastrop County is difficult, if not impossible, to determine at this time. Therefore, the CONTRACTOR shall pay Bastrop County, as liquidated damages, the following:
- The CONTRACTOR shall pay Bastrop County, liquidated damages, \$100 per day for each day past the specified completion date.
 - The CONTRACTOR shall pay Bastrop County, liquidated damages, \$1500 per incident where the CONTRACTOR fails to repair damages that are caused by the CONTRACTOR and/or sub-contractor(s). Application of liquidated damages does not release the CONTRACTOR from the responsibility of resolving or repairing
 - The amounts specified above are mutually agreed upon as reasonable and the proper amount of liquidated damages Bastrop County would suffer in the aforementioned examples.
- T. Funding: State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.
- U. Taxes: The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a Bidder's invoice, they will not be paid.
- V. Insurance: The Bidders, consistent with its status as an independent CONSULTING FIRM, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as County may require:
1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the CONSULTING FIRM, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

CONTRACTOR shall submit proof to Bastrop County that said CONTRACTOR has the ability to meet all insurance requirements listed above.

- W. Indemnification: Bidders agrees to defend, indemnify and hold harmless the County of Bastrop, all of its officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the Bidders, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and

in the event of joint and concurrent negligence or fault of the Bidders and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IN SUBMITTING A RESPONSE TO THIS RFB, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFB, INCLUDING, THE ADMINISTRATION OF THE RFB, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A BID CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFB. THE PERSON SIGNING ON BEHALF OF BIDDERS CERTIFIES THAT THE SIGNER HAS AUTHORITY TO SUBMIT THE BID ON BEHALF OF THE BIDDERS AND TO BIND THE BIDDERS TO ANY RESULTING CONTRACT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SET FORTH IN THIS REQUEST FOR BIDS:

Authorized Signatory:

Name of Company:

Date:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

APPENDIX D

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: _____

Bidder (Legal Name of Firm): _____

Date Organized: _____

Address : _____

: _____

Date Incorporated _____

Federal ID Number: _____

Number of Years in contracting business under present name _____

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

| Contract | Amount \$ | Completion Date |
|----------|-----------|-----------------|
|----------|-----------|-----------------|

| | | |
|-------|--|--|
| _____ | | |
| _____ | | |
| _____ | | |

Type of work performed by your company: _____

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Have you ever failed to complete any work awarded to you? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☐ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

| Project | Amount \$ | Mo/Yr Completed |
|---------|-----------|-----------------|
| | | |
| | | |
| | | |

Major equipment available for this contract: _____

Are you in compliance with all applicable EEO requirements? ☐ Yes ☐ No
 (If no, please attach summary of details on a separate sheet.)

Bank References

Address: _____ Contact Name: _____

City & State: _____ Zip: _____ Phone Number: _____

Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☐ No
 (If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this _____ day of _____, 20____.

 Signature

 Printed Name and Title

 Company Name

Notary Statement:

_____, being duly sworn, says that he/she is the

Position/Title _____ of _____ (Firm Name), and hereby swears that
the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby
authorizes and requests any person, firm, or corporation to furnish any information requested City/County of
_____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

Signature

Printed Name

My Commission Expires: _____,

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

APPENDIX E

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908](#) of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules ([Chapter 46](#)) to implement the law. The Commission does not have any additional authority to enforce or interpret [section 2252.908](#) of the Government Code.

Filing Process:

A business entity must use the [Form 1295 filing application](#) the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a “certification of filing.”

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission’s filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education;

- A contract related to health and human services if: o the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on the TEC’s website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available [here](#)).

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

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.

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 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is **NO** Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

APPENDIX F

House Bill 89 VERIFICATION

I, _____, the undersigned representative of
_____ (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 Bastrop 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

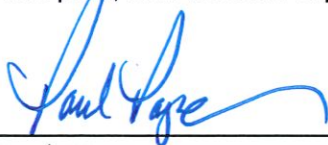
NOTARY SIGNATURE

Section 3 Policy

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

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

As officers and representatives of Bastrop County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



Signature

Paul Pape 9-23-19

County Judge Date

RESOLUTION

AN AMENDMENT TO A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF BASTROP, TEXAS DATED APRIL 22, 2013 AUTHORIZING THE COUNTY JUDGE OR HIS DESIGNEE TO IMPLEMENT A SECTION 3 PROGRAM, WHICH TO THE GREATEST EXTENT FEASIBLE, WILL PROVIDE JOB TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR SECTION 3 BUSINESSES OF THE AREA IN WHICH THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) PROGRAM/PROJECT IS BEING CARRIED OUT.

WHEREAS; Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, requires that Bastrop County ensure that training, employment and other economic opportunities generated by certain HUD financial assistance for housing and Community Development Programs shall, to the greatest extent feasible, be given to low- and very low- income persons, particularly those who are recipients of governmental assistance for housing, and to businesses that provide economic opportunities for these persons, and

WHEREAS; the County of Bastrop has been grant funded for various projects under the Texas Community Development Block Grant Program (CDBG), and

WHEREAS; the County of Bastrop is required to adopt a Section 3 Program as part of the requirements of the grant(s), and

WHEREAS; a Section 3 resident is defined as a public housing resident and/or a low to very-low income person who lives in an area where a CDBG assisted project is located, and

WHEREAS; a Section 3 business is defined as a business that has a Section 3 resident own at least 51 percent or more of the business or have at least 30 percent of the permanent, full-time employees of the business identified as Section 3 residents, and

WHEREAS; the County of Bastrop will strive to attain goals for compliance with Section 3 regulations;

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS' COURT OF BASTROP COUNTY, TEXAS:

1. The COMMISSIONERS' COURT has reviewed and hereby agrees to Implement the following steps, which, to the greatest extent feasible, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the area in which the CDBG program/project is being carried out.
2. The COMMISSIONERS' COURT hereby agrees to strive to attain goals for compliance with Section 3 regulations by increasing opportunities for employment and contracting with Section 3 residents and businesses where feasible.
3. The COMMISSIONERS' COURT hereby agrees to assign duties related to implementation of this plan to the designated Section 504 and Equal

Opportunity/Fair Housing Officer.

4. The COMMISSIONERS COURT hereby delegates to the County Judge the authority to implement measures that comply with the Section 3 goals and to assign duties for carrying out these measures to County personnel and/or third party consultant(s).
5. The COMMISSIONERS' COURT hereby agrees that the County will Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: public notices; bidding advertisements and bid documents; local advertising media including public signage; and Including Section 3 clauses In all CDBG solicitations and contracts.
6. The COMMISSIONERS' COURT hereby agrees to maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
7. The COMMISSIONERS' COURT hereby agrees to maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
8. The COMMISSIONERS' COURT hereby agrees to require that all Prime contractors and subcontractors on CDBG projects commit to this plan as part of their contract work; monitor the contractors' performance with respect to meeting Section 3 requirements, and require that they submit reports as may be required to the Bastrop County.
9. The COMMISSIONERS' COURT hereby agrees to submit reports as required by the CDBG program regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
10. The COMMISSIONERS' COURT hereby agrees to maintain records for the CDBG program, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.
11. The COMMISSIONERS COURT hereby orders that the following procedures will be implemented to assure compliance with the intent of this Resolution:
 - a. The County Judge will appoint one or more county employees to coordinate the Section 3 responsibilities for compliance and monitoring of all Section 3 activities for CDBG Disaster Recovery Program funded projects. The County may also engage the services of third party consultants to assist.
 - b. Preference shall be awarded to Section 3 Business Concerns according to the following system:

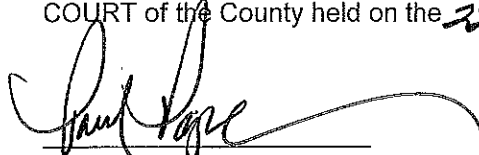
- 1) Where the Section 3 Covered Contract is to be awarded to the lowest responsible bidder, then to the extent permitted by applicable law, the contract, if awarded, shall be awarded to the qualified Section 3 Business Concern with the lowest bid, if it is reasonable and no more than 10 percent higher than the lowest bid from any qualified source. If no bid by a qualified Section 3 Business Concern is within 10 percent of the lowest bid from any qualified source, then any contract award shall be made to the source with the lowest bid.
 - 2) Where the Section 3 Covered Contract is to be awarded based on factors in addition to price, a request for proposals shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each response. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the award to respondents who have demonstrated a commitment to meet Section 3 requirements set out below in Section 11 c. If an award is made, the contract shall be awarded to the responsible firm whose proposal provides the best value to the County, considering price and all other factors specified in the rating system.
- c. In responding to a solicitation (Request for Bids, Request for Proposals, etc.) for a Section 3 covered contract, all contractors and subcontractors are required to comply with the Bastrop County Section 3 Plan. The contractor and the County will review the Section 3 Plan procedures and applicable forms that the contractor will use to report progress toward Section 3 goals. The Section 3 requirements also apply to contracts with consultants for a Section 3 covered contract.
 - d. All general contractors and/or sub-contractors shall set a goal that 30 percent of new hires will be Section 3 residents. Contractors should provide job opportunities for skilled and unskilled workers. All Contractors and Subcontractors will be required to post all new hire opportunities with the local Workforce Solutions Center, WorkinTexas.com, and Bastrop County.
 - e. Bastrop County will analyze and evaluate the contractor's compliance with requirements and obligations set forth in the contract. In the event that a review reveals a contractor has not complied with Section 3 requirements, the County will undertake efforts to help the contractor achieve compliance.
 - f. The contractor and or sub-contractor shall submit monthly

reports regarding the status of each Section 3 participant. An annual report will also be requested from each contractor and/or subcontractor in connection to the performance of each project. This Annual Report will document the efforts and success of all Section 3 participants and subcontractors working under the general contractor, in reaching the percentage goals for employment and business opportunities established in these policies.

- g. The contractor and/or subcontractor shall submit weekly-certified payroll reports to Bastrop County. This report shall be submitted weekly and clearly identify Section 3 Hires.
- h. Bastrop County or its consultant will conduct periodic site visits to the worksite. The Coordinator shall visibly notice each Section 3 hire on site. The general contractor will sign a monitoring form verifying that a Section 3 worker is present.
- i. Complaints regarding the County's Section 3 Program must be submitted in writing. All complaints must include the complainant's name, address, telephone number, and a brief narrative detailing the complaint, including but not limited to, the date of the alleged violation and the date the alleged violation was discovered. Complaints shall be filed within 30 calendar days after the complainant becomes aware of any alleged violation. Bastrop County will investigate every complaint. All parties involved will have the opportunity to submit testimony and/or evidence as may be available and relevant to the complaint, and a written determination will be issued within 30 days after the filing of the complaint. Filing a complaint does not terminate a contractor's Section 3 requirements. Contractors remain accountable for fulfilling the agreed upon Section 3 requirements.

As officers and representatives of the County of Bastrop, we the undersigned have read and fully agree and become a party to the full implementation of this program.

PASSED AND ADOPTED at a regular meeting of the COMMISSIONERS' COURT of the County held on the 22nd day of June 2015.


Paul Pape, County Judge

ATTEST:

Rose Pietsch, County Clerk

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. 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 29 CFR 5.5(d) and (e), 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 these contract clauses; 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 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) 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 29 CFR 5.5(a)(1)(iii), 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 29 CFR 5.5(a)(1)(iii)(A)(3). 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 29 CFR 5.5 (a)(1)(iii)(C) and (D). 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 29 CFR 5.5 (a)(1)(iii)(C) or (D) 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 29 CFR 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 U. S. Department of Housing and Urban Development 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 29 CFR 5.5(a) 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 29 CFR 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 29 CFR 5.5(a)(3)(iv), HUD 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 29 CFR 5.5(a)(2)(i) or (b)(3)(i), 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 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 3 years after all the work on the prime contract is completed.

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 29 CFR 5.5(a)(1)(v) 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 HUD 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 HUD. 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 3 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 29 CFR 5.5(a)(3)(i)(B), 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 Web site 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 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), 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 29 CFR 5.5(a)(3)(ii)(C).
 - 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 3 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, bids, 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 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD 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 29 CFR 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 HUD 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 HUD, 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 journeymen 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 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), 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 journeyworker'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 journeymen 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 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development 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 29 CFR 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 29 CFR 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, or 29 CFR parts 1, 3, or 5;

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, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

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 29 CFR 5.5(b)(1), (2), (3), (4), and (5) 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 29 CFR 5.5(a) or 4.6. As used in this paragraph, 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 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor 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 29 CFR 5.5(b)(1), in the sum of \$31 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 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance 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 29 CFR 5.5(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 29 CFR 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 29 CFR 5.5(a)(2)(i) or (b)(3)(i), 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 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 29 CFR 5.5(b)(1) through (5) 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 29 CFR 5.5(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 29 CFR part 5;
 - 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 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 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 3 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 (write the name of agency) 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 29 CFR 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.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

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

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

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

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

4. Certifies that:

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

(b) The undersigned is (choose one):

| | |
|-----------------------------|---|
| (1) A SINGLE PROPRIETORSHIP | (3) A CORPORATION ORGANIZED IN THE STATE OF _____ |
| (2) A PARTNERSHIP | (4) OTHER ORGANIZATION (Describe) _____ |

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

| NAME | TITLE | ADDRESS |
|------|-------|---------|
| | | |
| | | |
| | | |
| | | |
| | | |

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

| NAME | ADDRESS | NATURE OF INTEREST |
|------|---------|--------------------|
| | | |
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| | | |

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

| NAME | ADDRESS | TRADE CLASSIFICATION |
|------|---------|----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

(Contractor)

Date

By

APPENDIX I

"General Decision Number: TX20250285 09/19/2025

Superseded General Decision Number: TX20240285

State: Texas

Construction Type: Building

County: Bastrop County in Texas.

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

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

| | |
|---|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 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 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | <ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. |

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

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

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/03/2025 |
| 1 | 03/07/2025 |

| | |
|---|------------|
| 2 | 03/14/2025 |
| 3 | 05/16/2025 |
| 4 | 06/13/2025 |
| 5 | 07/04/2025 |
| 6 | 07/18/2025 |
| 7 | 08/15/2025 |
| 8 | 08/22/2025 |
| 9 | 09/19/2025 |

ASBE0087-014 06/03/2024

| | Rates | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).... | \$ 29.50 | 8.79 |

BOIL0074-003 01/01/2025

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 33.17 | 24.92 |

CARP1266-002 06/01/2025

| | Rates | Fringes |
|--|----------|---------|
| CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation)..... | \$ 31.80 | 9.56 |

* ELEC0520-005 06/02/2025

| | Rates | Fringes |
|--|----------|-------------|
| ELECTRICIAN Excludes Installation of Sound and Communication Systems..... | \$ 36.50 | 13.25%+5.85 |
| Low Voltage Wiring Only..... | \$ 31.52 | 11%+5.73 |

ELEV0133-002 01/01/2025

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 51.59 | 38.435+a+b |

Footnote:

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

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

ENGI0450-002 04/01/2024

| | Rates | Fringes |
|---|----------|---------|
| POWER EQUIPMENT OPERATOR Cranes..... | \$ 39.47 | 10.39 |

IRON0084-011 06/01/2024

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 28.26 | 8.13 |

IRON0482-012 06/01/2025

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 28.30 | 8.23 |

* PLUM0286-010 09/01/2025

| | Rates | Fringes |
|---|----------|---------|
| PIPEFITTER (Including HVAC Pipe Installation)..... | \$ 37.15 | 16.92 |

SFTX0669-002 04/01/2025

| | Rates | Fringes |
|--|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 38.57 | 24.47 |

SHEE0067-007 07/01/2025

| | Rates | Fringes |
|---|----------|---------|
| SHEET METAL WORKER Excludes HVAC Duct Installation..... | \$ 34.01 | 16.10 |
| HVAC Duct Installation Only.. | \$ 34.01 | 16.10 |

* SUTX2014-065 07/21/2014

| | Rates | Fringes |
|---|-------------|---------|
| BRICKLAYER..... | \$ 20.16 | 0.00 |
| CARPENTER (Acoustical Ceiling Installation Only)..... | \$ 14.00 ** | 0.00 |
| CARPENTER (Form Work Only)..... | \$ 15.62 ** | 0.05 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 15.71 ** | 0.00 |
| DRYWALL FINISHER/TAPER..... | \$ 16.96 ** | 4.34 |
| DRYWALL HANGER AND METAL STUD INSTALLER..... | \$ 17.41 ** | 3.49 |
| ELECTRICAL INSTALLER (Sound and Communication Systems) (Excludes Wiring)..... | \$ 12.50 ** | 0.65 |
| FLOOR LAYER: Carpet..... | \$ 21.88 | 0.00 |
| GLAZIER..... | \$ 12.83 ** | 0.00 |
| HVAC MECHANIC (HVAC Unit Installation Only)..... | \$ 24.46 | 6.98 |

| | | |
|---|-------------|------|
| IRONWORKER, REINFORCING..... | \$ 12.27 ** | 0.00 |
| LABORER: Common or General..... | \$ 11.96 ** | 0.53 |
| LABORER: Mason Tender - Brick... | \$ 12.17 ** | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 11.85 ** | 0.00 |
| LABORER: Pipelayer..... | \$ 12.45 ** | 0.00 |
| LABORER: Roof Tearoff..... | \$ 11.28 ** | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 19.43 | 3.49 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader..... | \$ 13.00 ** | 0.00 |
| OPERATOR: Bulldozer..... | \$ 14.00 ** | 0.00 |
| OPERATOR: Drill..... | \$ 14.50 ** | 0.00 |
| OPERATOR: Forklift..... | \$ 16.40 ** | 0.00 |
| OPERATOR: Grader/Blade..... | \$ 19.30 | 0.00 |
| OPERATOR: Loader..... | \$ 14.00 ** | 0.00 |
| OPERATOR: Mechanic..... | \$ 18.75 | 5.12 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | \$ 16.03 ** | 0.00 |
| OPERATOR: Roller..... | \$ 11.25 ** | 0.00 |
| PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping..... | \$ 18.76 | 6.35 |
| PLUMBER, Excludes HVAC Pipe Installation..... | \$ 21.67 | 4.76 |
| ROOFER..... | \$ 12.00 ** | 0.00 |
| TILE FINISHER..... | \$ 11.32 ** | 0.00 |
| TILE SETTER..... | \$ 16.35 ** | 0.00 |
| TRUCK DRIVER: Dump Truck..... | \$ 12.39 ** | 1.18 |
| TRUCK DRIVER: Flatbed Truck..... | \$ 19.65 | 8.57 |
| TRUCK DRIVER: Semi-Trailer Truck..... | \$ 12.50 ** | 0.00 |
| TRUCK DRIVER: Water Truck..... | \$ 12.00 ** | 4.11 |
| WATERPROOFER..... | \$ 16.30 ** | 0.06 |

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 (\$17.75) or 13658 (\$13.30). 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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

APPENDIX K

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

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

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

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

Signature

Printed Name

Title

Date

PROPOSED CONTRACTS BREAKDOWN

| Type of Contracts | No. of Contracts | Approx. Total Dollar Amount | Estimated No. to local Business | Estimated \$ Amount Local Business |
|-------------------|------------------|-----------------------------|---------------------------------|------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

ESTIMATED PROJECT WORKFORCE BREAKDOWN

| Work Classifications | Total Estimated Positions | No. of Positions Currently Filled | No. of Positions not Filled | No. of Positions to fill with LM/ Residents |
|----------------------|---------------------------|-----------------------------------|-----------------------------|---|
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| | | | | |
| | | | | |
| | | | | |
| Totals | | | | |

APPENDIX L

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of _____)

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

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

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

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

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

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

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

APPENDIX M

CONTRACTOR CERTIFICATIONS

| | |
|--|------|
| U.S. Department of Housing and Urban Development | |
| CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS | |
| INSTRUCTIONS | |
| CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights. | |
| NAME AND ADDRESS OF BIDDER (include ZIP Code) | |
| CERTIFICATION BY BIDDER | |
| Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| The undersigned hereby certifies that: <input type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000). <input type="checkbox"/> The <u>Equal Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000). | |
| Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| NAME AND TITLE OF SIGNER (Please type) | |
| SIGNATURE | DATE |

APPENDIX N

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

City State Zip

Telephone Number () _____ - _____ Voice

() _____ - _____ TDD

_____ has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

APPENDIX O

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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. § 1352. Each 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 who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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 Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date